



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, MARCH 14, 2018  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

**COUNCILMEMBER MAURER WILL PARTICIPATE VIA TELECONFERENCE  
FROM:  
HOTEL MED PARK  
2356 STOCKTON BOULEVARD  
SACRAMENTO, CA 95817**

The starting times listed for each agenda item should be considered as a guide only. The City Council reserves the right to alter the order of the agenda to allow for an effective meeting. Attendance at the entire meeting may be necessary to ensure interested parties hear a particular item. The public may speak on a closed session item prior to Council's discussion. To do so, a speaker card must be submitted to the City Clerk at least five minutes prior to the start of closed session. The City values and invites written comments from residents on matters set for Council consideration. **In order to provide councilmembers ample time to review all correspondence, any written communication must be submitted to the City Clerk's office before 5:00 p.m. on the Monday prior to the meeting.**

### **OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance by Girl Scout Junior Troop 6086  
Approval of Agenda

### **ANNOUNCEMENTS/INTRODUCTIONS – 7:05 P.M.**

### **ORAL COMMUNICATION – PUBLIC COMMENT –7:10 P.M.**

### **CONSENT ITEMS –7:20 P.M.**

1. [Approval of meeting minutes from February 28, 2018](#)
2. [Approval of appointment of Jeffrey Peldon as an alternate member to the Agoura Hills Calabasas Community Center JPA Board](#)

3. Adoption of Ordinance No. 2018-361, approving a Zoning Map amendment associated with File No. 170000477 to change the existing Public Facility (PF) zoning designation of the subject property to Residential Single-Family (RS) in order to transfer approximately 4,340 square feet of land from Calabasas High School to 3925 Blackbird Way
4. Adoption of Ordinance No. 2018-363, adding a new Chapter 20 to Title 5 of the Calabasas Municipal Code prohibiting advertisements for unlawful short-term, transient and vacation rentals
5. Adoption of Ordinance No. 2018-365, amending Calabasas Municipal Code Section 9.28.010 of Chapter 9.28 related to loud, unnecessary and unusual noise and penalties for violations of the noise ordinance
6. Recommendation to award a professional services agreement in an amount not-to-exceed \$456,783.00 to Paladin Data Systems Corporation for permit tracking and reporting software services
7. Approval of part-time Building Inspector Assistant and Planning Aide positions in the Community Development Department

#### **NEW BUSINESS – 7:25 P.M.**

8. Report on annual progress – General Plan Housing
9. Direction to staff on plastic straws, stirrers, and cutlery ban

#### **INFORMATIONAL REPORTS – 8:10 P.M.**

10. Check Register for the period of February 21-28, 2018

#### **TASK FORCE REPORTS – 8:15 P.M.**

#### **CITY MANAGER’S REPORT – 8:20 P.M.**

#### **TENTATIVE FUTURE AGENDA ITEMS – 8:25 P.M.**

#### **ADJOURN – 8:30 P.M.**

The City Council will adjourn to their next regular meeting scheduled on Wednesday, March 28, 2018, at 7:00 p.m.

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, FEBRUARY 28, 2018**

Mayor Gaines called the meeting to order at 7:02 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

**ROLL CALL**

Present: Mayor Gaines, Mayor pro Tem Shapiro, Councilmembers Bozajian, Maurer and Weintraub  
Absent: None  
Staff: Bartlett, Bingham, Coroalles, Fleishman, Hernandez, Klein, Tamuri and Yalda

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Boy Scout Pack 333 Wolves.

**APPROVAL OF AGENDA**

**Councilmember Maurer moved, seconded by Councilmember Weintraub to approve the agenda. MOTION CARRIED 5/0 as follows:**

AYES: Mayor Gaines, Mayor pro Tem Shapiro, Councilmembers Bozajian, Maurer and Weintraub

**ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Councilmember Bozajian:

- Extended an invitation to the Annual St. Patrick's Day celebration and Open House at the AHCCC on March 17.
- Extended an invitation to A.E Wright Middle School on March 24 in celebration of Arbor Day.
- Extended an invitation to De Anza Park on March 24 for a Junior Egg Hunt event.
- Extended an invitation to Creekside Park on April 14 in celebration of Earth Day.

Councilmember Maurer:

- Congratulated the City of Agoura Hills, Supervisor Sheila Kuehl's office, the National Park Services and the Santa Monica Mountains National Recreation

Area for their efforts in bringing together an extraordinary live dance performance at the historic Peter Strauss Ranch.

- Shared information on easy access to eBooks and congratulated Library staff for this wonderful program.

Councilmember Weintraub:

- Reminded residents to sign up for emergency notifications on the City's webpage.

Mayor pro Tem Shapiro:

- Reported attendance to a successful Wild Life Habitats Forum, and invited residents to visit the City's webpage for information and resources about the forum.
- Reported attendance to a fundraiser event at the Performing Arts Center in support of the School District and Performing Arts.
- Reported attendance to the Valley Economic Alliance Annual Job Expo in support of veterans, and showcased art work donated to the City by David Swartz.

Mayor Gaines:

- Extended an invitation to a Chamber Government Affairs Committee meeting on March 5 at the LVMWD.
- Extended an invitation to the Chamber's monthly breakfast on March 8, which will include a 45<sup>th</sup> Assembly District candidate forum.
- Encouraged everyone to vote on the April 3 Special Election for the open 45<sup>th</sup> District Assembly seat.
- Wished everyone a Happy Purim.
- Congratulated the Yeshiva University Basketball team on their first conference championship win and for moving forward to compete in the NCA Basketball tournament.

- Adjourn in memory

Mayor Gaines announced that tonight's meeting would be adjourned in memory of Mrs. YanJing Jin, mother of City's IT Manager, Tony Yin. Members of the Council expressed condolences to Mr. Yin.

## **PRESENTATIONS**

- Employee Service Awards

Mayor Gaines presented service awards to Maricela Hernandez for five years; to Barbara Lockwood, Jill Nevins, Armando Saavedra, Trish Shaheen and Anita

Torres for ten years; to Aimee Haber, Anna Ford and Glenn Michitsch for fifteen years. He made honorable mention of those unable to attend.

➤ Arbor Day Foundation, Tree City USA

Mr. Yalda presented an award from the Arbor Day Foundation honoring the City's 20 years as a Tree City USA.

**ORAL COMMUNICATIONS – PUBLIC COMMENT**

Dennis Arguelles, Tracy Mitteldorf, Christine Mor, Vilma Yaccoob, Monica Palmar and Sara Anderson spoke during public comment.

**CONSENT ITEMS**

1. Approval of meeting minutes from February 14, 2018
2. Adoption of Ordinance No. 2018-360, approving a zoning map amendment associated with File No. 150000964 to change the existing zoning designation of 23480 Park Sorrento from Commercial Office (CO) to Commercial Mixed Use (CMU 0.95) in order to accommodate development of the subject site with a Senior Mixed Use Project
3. Recommendation to approve an amendment to expand the scope of services of the existing Solid Waste Franchise Agreement with Waste Management
4. Amended employment contract-cost of living adjustment for City Manager
5. Sheriff's Crime Report – January 2018

Councilmember Bozajian pulled Consent Item No. 2.

To comply with SB 1436, Mayor Gaines read a statement in regard to Consent Item No. 4.

**Mayor pro Tem Shapiro moved, seconded by Councilmember Maurer to approve Consent Item Nos 1, 3-5. MOTION CARRIED 5/0 as follows:**

**AYES:** Mayor Gaines, Mayor pro Tem Shapiro, Councilmembers Bozajian, Maurer and Weintraub

**Mayor Gaines moved, seconded by Councilmember Weintraub to approve Consent Item No 2. MOTION CARRIED 3/2 as follows:**

AYES: Mayor Gaines, Mayor pro Tem Shapiro and Councilmember Weintraub  
NOES: Councilmembers Bozajian and Maurer

**PUBLIC HEARING**

6. Introduction of Ordinance No. 2018-361 and adoption of Resolution 2018-1577: approving File No. 170000477, an application, inclusive of a lot line adjustment, general plan amendment and zone change to 1) transfer approximately 4,340 square feet of land from Calabasas High School (Parcel B) to 3925 Blackbird Way (Parcel A), 2) change the general plan land use designation of said land from Public Facilities-Institutional (PF-I) to Residential-Single Family (R-SF), and 3) change the zone of said land from Public Facility (PF) to Residential Single-Family (RS). Parcel A is located at 3925 Blackbird Way (APN: 2079-004-044), within the RS zoning district and Parcel B is located at 22855 Mulholland Highway (APN: 2079-021-908) within the PF zoning district and Scenic Corridor (SC) overlay zone

Mayor Gaines opened the public hearing.

Mr. Klein presented the report.

Mayor Gaines closed the public hearing.

**After discussion, Councilmember Bozajian moved, seconded by Mayor pro Tem Shapiro to approve Item No. 6. MOTION CARRIED 5/0 as follows:**

AYES: Mayor Gaines, Mayor pro Tem Shapiro, Councilmembers Bozajian, Maurer and Weintraub

**NEW BUSINESS**

7. Discussion of short term rental enforcement and introduction of Ordinance No. 2018-363, adding a new Chapter 20 to Title 5 of the Calabasas Municipal Code prohibiting advertisements for unlawful short-term, transient and vacation rentals

**After discussion, Councilmember Weintraub moved, seconded by Mayor pro Tem Shapiro to approve Item No. 7. MOTION CARRIED 5/0 as follows:**

AYES: Mayor Gaines, Mayor pro Tem Shapiro, Councilmembers Bozajian, Maurer and Weintraub

8. Introduction of Ordinance No. 2018-365, amending Calabasas Municipal Code Section 9.28.010 of Chapter 9.28 related to loud, unnecessary and unusual noise and penalties for violations of the noise ordinance

**After discussion, Mayor pro Tem Shapiro moved, seconded by Councilmember Weintraub to approve Item No. 8. MOTION CARRIED 5/0 as follows:**

AYES: Mayor Gaines, Mayor pro Tem Shapiro, Councilmembers Bozajian, Maurer and Weintraub

9. Los Angeles Community Choice Energy (LACCE), now known as Clean Power Alliance of Southern California (CPA) – selection of default renewable rate tier for residents and businesses

**After discussion, Mayor Gaines moved, seconded by Councilmember Maurer to set the default rate tier at 50%. MOTION FAILED 2/3 as follows:**

AYES: Mayor Gaines and Councilmember Maurer

NOES: Mayor pro Tem Shapiro, Councilmembers Bozajian and Weintraub

**Mayor pro Tem Shapiro moved, seconded by Councilmember Weintraub to set the default rate tier at 36%. MOTION CARRIED 5/0 as follows:**

AYES: Mayor Gaines, Mayor pro Tem Shapiro, Councilmembers Bozajian, Maurer and Weintraub

### **INFORMATIONAL REPORTS**

10. Check Register for the period of February 7-15, 2018

**No action was taken on this item.**

### **TASK FORCE REPORTS**

Councilmember Weintraub reported her attendance to a school safety liaisons' meeting with Captain Thai where they discussed overall school safety and the City's partnership.

### **CITY MANAGER'S REPORT**

Mr. Coroalles provided a report in regard to pending annexations.

## **FUTURE AGENDA ITEMS**

Councilmember Maurer requested a future item regarding the ban of plastic straws, stirrers, and utensils. In addition, she requested a review of new restaurants to confirm compliance with the City's polyurethane ban.

Mayor pro Tem Shapiro requested a future item regarding false alarm fines.

Mayor Gaines announced that the Sheriff's J-team will provide a presentation to the Council at a future meeting.

Councilmember Weintraub requested an update on the Green Business Program.

Mayor Gaines requested a future item regarding Distractive Walking.

## **ADJOURN**

The Council adjourned the meeting at 9:31 p.m. in memory of YanJing Jin, mother of the City's IT Manager, Tony Yin to their next regular meeting scheduled on Wednesday, March 14, 2018, at 7:00 p.m.

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Maricela Hernandez, MMC  
City Clerk





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** MARCH 1, 2018

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MARICELA HERNANDEZ, MMC, CITY CLERK *Marice*

**SUBJECT:** APPROVAL OF APPOINTMENT OF JEFFREY PELDON AS AN ALTERNATE MEMBER TO THE AGOURA HILLS/CALABASAS COMMUNITY CENTER JPA

**MEETING**

**DATE:** MARCH 14, 2018

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**SUMMARY RECOMMENDATION:**

That the City Council approve the appointment of Jeffrey Peldon as an alternate member to the Agoura Hills/Calabasas Community Center (AHCCC) JPA for a term expiring in November 2018.

**BACKGROUND:**

Three applications were received for the alternate member position of the AHCCC JPA. Interviews were conducted by Mayor Gaines and Councilmember Weintraub. Mayor Gaines nominated Jeffrey Peldon to fill the vacancy.

**REQUESTED ACTION:**

That the City Council approve the appointment of Jeffrey Peldon as an alternate member to the AHCCC JPA for a term expiring in November 2018.

**ATTACHMENTS:**

Commission application.



CITY of CALABASAS

## APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

- COMMUNICATIONS AND TECHNOLOGY COMMISSION
- ENVIRONMENTAL COMMISSION
- HISTORIC PRESERVATION COMMISSION
- LIBRARY COMMISSION
- PARKS, RECREATION & EDUCATION COMMISSION
- PLANNING COMMISSION
- PUBLIC SAFETY COMMISSION
- TRAFFIC & TRANSPORTATION COMMISSION
- STUDENT MEMBER
- OTHER: Agoura Hills Calabasas Community Center

**ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET?**  YES  NO

If yes, when:

NAME: Jeffrey Peldon

ADDRESS: [REDACTED]

Check one:  Calabasas, 91302  Calabasas, 91301  Topanga, 90290

HOME TELEPHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

HOME FAX:

REGISTERED VOTER IN CALABASAS?  YES  NO

BUSINESS TELEPHONE: [REDACTED]

BUSINESS FAX:

OCCUPATION: Manager/Broker Associate

EMPLOYER: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Residential/Commercial real estate brokerage

EDUCATION:

BA-Brooklyn College, NY. MBA-Pace University, NYC. JD-New York Law School, NYC.

**CIVIC AFFILIATIONS:**

My wife and I have recently moved (just over 2 years) to Calabasas from Beverly Hills. We are members of the Senior Center, the Tennis and Swim Center and active users of the Library.

**COMMUNITY INTERESTS:**

We are empty nesters and both have full time careers. Through our involvement in Calabasas social and educational events we are learning everything our city has to offer.

**PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:**

The Community Center is a unique collaboration between sister cities. I am very interested in promoting its value to the members of our community and bring some creative ideas in fundraising to the center.

DATE: 1/22/18



J. J. Felton

SIGNATURE OF APPLICANT

Please attach any additional information relating to this application and return to the City Clerk, City of Calabasas, 100 Civic Center Way, Calabasas, CA 91302 (818) 224-1600.

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF CALABASAS AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MARCH 1, 2018**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR**  
**MICHAEL KLEIN, SENIOR PLANNER**

**SUBJECT: ADOPTION OF ORDINANCE NO. 2018-361, APPROVING A ZONING MAP AMENDMENT ASSOCIATED WITH FILE NO. 170000477 TO CHANGE THE EXISTING PUBLIC FACILITY (PF) ZONING DESIGNATION OF THE SUBJECT PROPERTY TO RESIDENTIAL SINGLE-FAMILY (RS) IN ORDER TO TRANSFER APPROXIMATLEY 4,340 SQUARE FEET OF LAND FROM CALABASAS HIGH SCHOOL TO 3925 BLACK BIRD WAY.**

**MEETING DATE: MARCH 14, 2018**

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Ordinance No. 2018-361, approving a zoning map amendment associated with File No. 170000477 to change the existing Public Facility (PF) zoning designation of portion of Calabasas High School property to Residential Single-Family (RS) in order to complete a Lot Line Adjustment to transfer approximately 4,340 square feet of land from Calabasas High School to 3925 Black Bird Way.

**DISCUSSION/ANALYSIS:**

Following a public hearing held on February 28, 2018, the City Council introduced Ordinance No. 2018-361 and waived the requirement for a second reading. It is now the appropriate time for this ordinance to be formally adopted.

**REQUESTED ACTION:**

Staff recommends that the City Council adopt Ordinance No. 2018-361.

**ATTACHMENTS:**

Attachment A - Ordinance No. 2018-361

**ITEM 3 ATTACHMENT A  
ORDINANCE NO. 2018-361**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING A ZONING MAP AMENDMENT ASSOCIATED WITH FILE NO. 170000477 TO CHANGE THE EXISTING PUBLIC FACILITY (PF) ZONING DESIGNATION OF THE SUBJECT PROPERTY TO RESIDENTIAL SINGLE-FAMILY (RS) IN ORDER TO TRANSFER APPROXIMATELY 4,340 SQUARE FEET OF LAND FROM CALABASAS HIGH SCHOOL TO 3925 BLACK BIRD WAY.**

**WHEREAS**, the City Council of the City of Calabasas, California (“the City Council”) has considered all of the evidence including, but not limited to, the Planning Commission Resolution, Planning Division staff reports and attachments, and public testimony before making a final decision regarding the proposed project on February 28, 2018; and

**WHEREAS**, the City Council finds that the Zoning Map Amendment is consistent with the goals, policies, and actions of the General Plan and will not conflict with the General Plan; and

**WHEREAS**, the City Council finds that the Zoning Map Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

**WHEREAS**, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because The project is exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA), and Section 15301 Class 1 (Existing Facilities, (e) Additions to existing structures), and Section 15305 Class 5 (Minor Alterations in Land Use Limitations, (a) Minor lot line adjustments) of the CEQA Guidelines.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** Based upon the foregoing the City Council finds:

2. Notice of the February 28, 2018, City Council public hearing was posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Gelson’s Market, Agoura/Calabasas Community Center and at Calabasas City Hall.

3. Notice of the February 28, 2018, City Council public hearing was posted in the *Calabasas Enterprise* ten (10) days prior to the hearing.

4. Notice of the February 28, 2018, City Council public hearing was mailed or delivered at least ten (10) days prior to the hearing to property owners within 500 feet of the property as shown on the latest equalized assessment roll, and was mailed or delivered at least twenty (20) days prior to the hearing to the project applicant.

5. Notice of the February 28, 2018, City Council public hearing included the information set forth in Government Code Section 65009 (b)(2).

6. Following a public hearing held on January 18, 2018, the Planning Commission adopted Resolution No. 2018-663 recommending to the City Council approval of File No. 170000477.

**SECTION 2.** In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves the Zoning Map Amendment associated with File No. 170000477 to change the existing Public Facility (PF) zoning designation of portion of Calabasas High School property to Residential Single-Family (RS) in order to complete a Lot Line Adjustment to transfer approximately 4,340 square feet of land from Calabasas High School to 3925 Black Bird Way, approved by the City Council via adoption of Resolution No. 2018-1577 (subject to the effective date of this ordinance). The City Council hereby directs the preparation of an updated Zoning Map to reflect the rezoning of the subject area.

Section 17.76.050(B) Calabasas Municipal Code allows the City Council to approve a Zoning Map Amendment provided that the following findings are made:

1. *The proposed amendment is consistent with the goals, policies, and actions of the General Plan;*

The proposed amendment to the City's Zoning Map is consistent with the General Plan because the proposed amendment does not change the zoning designation of either parcel, it aligns the zoning districts with the proposed boundary for each parcel. Any future project proposed on the newly reconfigured residential property will be required to meet the General Plan goals, policies and objectives created to protect and insure the quality of new development. As a result, the fundamental land use pattern of the General Plan remains the same, and the proposed amendment meets this finding.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the city;*

The proposed amendment will not be detrimental to public interest, health, safety, convenience, or welfare because existing site improvements on the residential property were already in place prior to the adoption of the 2030 General Plan, and the portion of the school property is unimproved. Any future development plan would be required to conform to the RS zoning district standards for Parcel A, and the PF zoning standards for Parcel B. Given these circumstances, the proposed amendment meets this finding.

3. *The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).*

The project is exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA), and Section 15301 Class 1 (Existing Facilities, (e) Additions to existing structures), and Section 15305 Class 5 (Minor Alterations in Land Use Limitations, (a) Minor lot line adjustments) of the CEQA Guidelines. As a result, the proposed amendment meets this finding.

4. *The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.*

Parcel A is located along Black Bird Way, a paved public right-of-way with access to public utilities. Parcel A is developed with a single-family home and residential accessory structures. Parcel B is located along Mulholland Highway and Old Topanga Canyon, paved public right-of-way with access to public utilities. Parcel B is developed with a public high school. Both parcels are surrounded by residential single-family uses. Parcel A has direct access to the 4,340 square feet of land to be transferred from Parcel B, which is unimproved and is physically separated from Parcel B by a ravine and heavy vegetation. The proposed amendment will align the land use designation with the proposed boundary for each parcel. Any future development on the reconfigured Parcel A will be required to meet the requirements of the RS zoning district. Therefore, the proposed amendment meets this finding.

**SECTION 3.** Severability Clause:

Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.



**SECTION 4.** Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

**SECTION 5.** Certification:

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of March, 2018.

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Fred Gaines,  
Mayor

ATTEST:

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Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott H. Howard  
Colantuono Highsmith & Whatley  
City Attorney

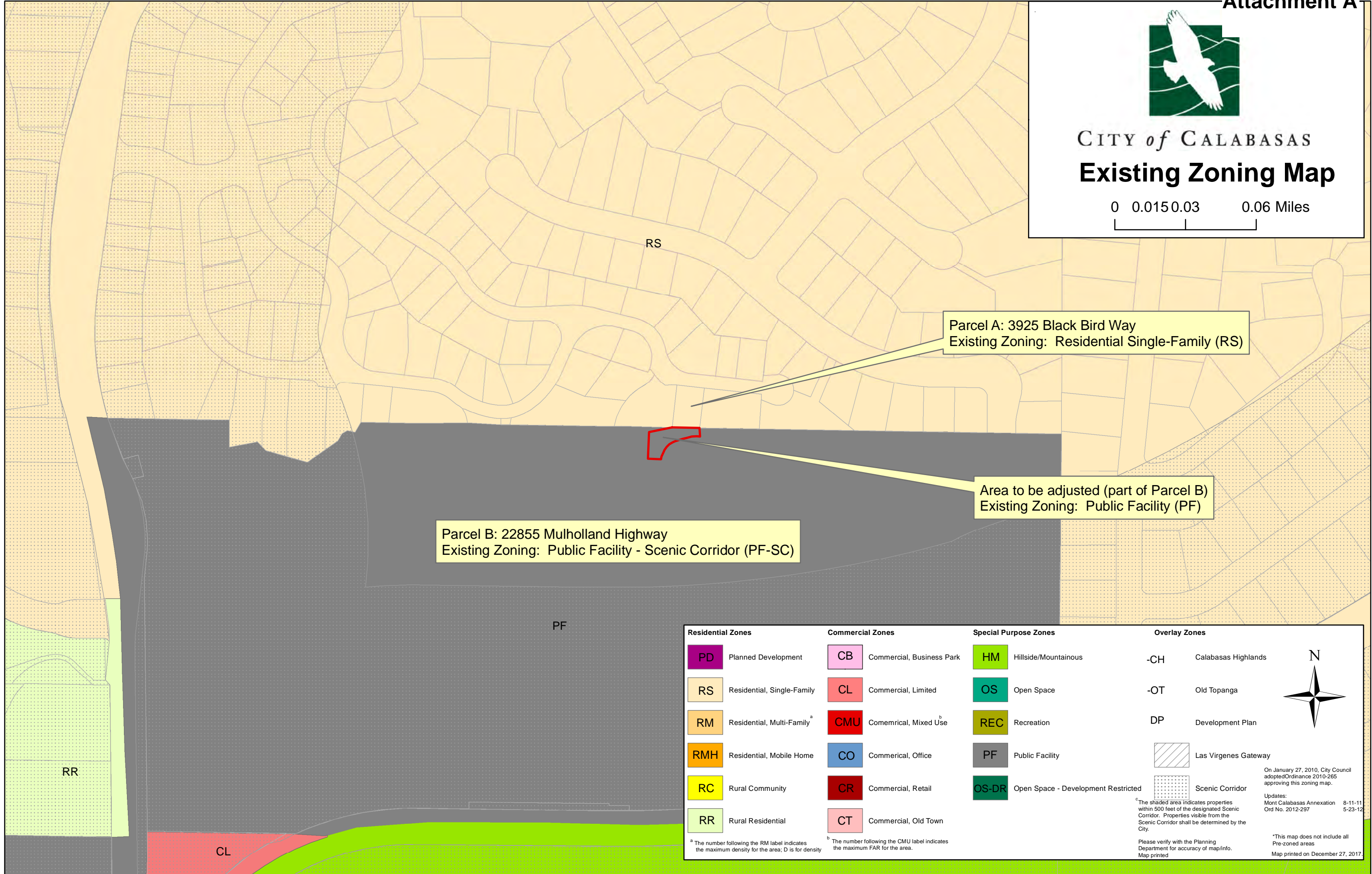
Attachments:

Attachment A: Existing and Proposed Zoning Map



CITY of CALABASAS  
**Existing Zoning Map**

0 0.015 0.03 0.06 Miles



Parcel A: 3925 Black Bird Way  
 Existing Zoning: Residential Single-Family (RS)

Area to be adjusted (part of Parcel B)  
 Existing Zoning: Public Facility (PF)

Parcel B: 22855 Mulholland Highway  
 Existing Zoning: Public Facility - Scenic Corridor (PF-SC)

Residential Zones	Commercial Zones	Special Purpose Zones	Overlay Zones
<b>PD</b> Planned Development	<b>CB</b> Commercial, Business Park	<b>HM</b> Hillside/Mountainous	<b>-CH</b> Calabasas Highlands
<b>RS</b> Residential, Single-Family	<b>CL</b> Commercial, Limited	<b>OS</b> Open Space	<b>-OT</b> Old Topanga
<b>RM</b> Residential, Multi-Family <sup>a</sup>	<b>CMU</b> Commercial, Mixed Use <sup>b</sup>	<b>REC</b> Recreation	<b>DP</b> Development Plan
<b>RMH</b> Residential, Mobile Home	<b>CO</b> Commercial, Office	<b>PF</b> Public Facility	Las Virgenes Gateway
<b>RC</b> Rural Community	<b>CR</b> Commercial, Retail	<b>OS-DR</b> Open Space - Development Restricted	Scenic Corridor
<b>RR</b> Rural Residential	<b>CT</b> Commercial, Old Town		



On January 27, 2010, City Council adopted Ordinance 2010-265 approving this zoning map.  
 Updates:  
 Mont Calabasas Annexation 8-11-11  
 Ord No. 2012-297 5-23-12

<sup>c</sup>The shaded area indicates properties within 500 feet of the designated Scenic Corridor. Properties visible from the Scenic Corridor shall be determined by the City.

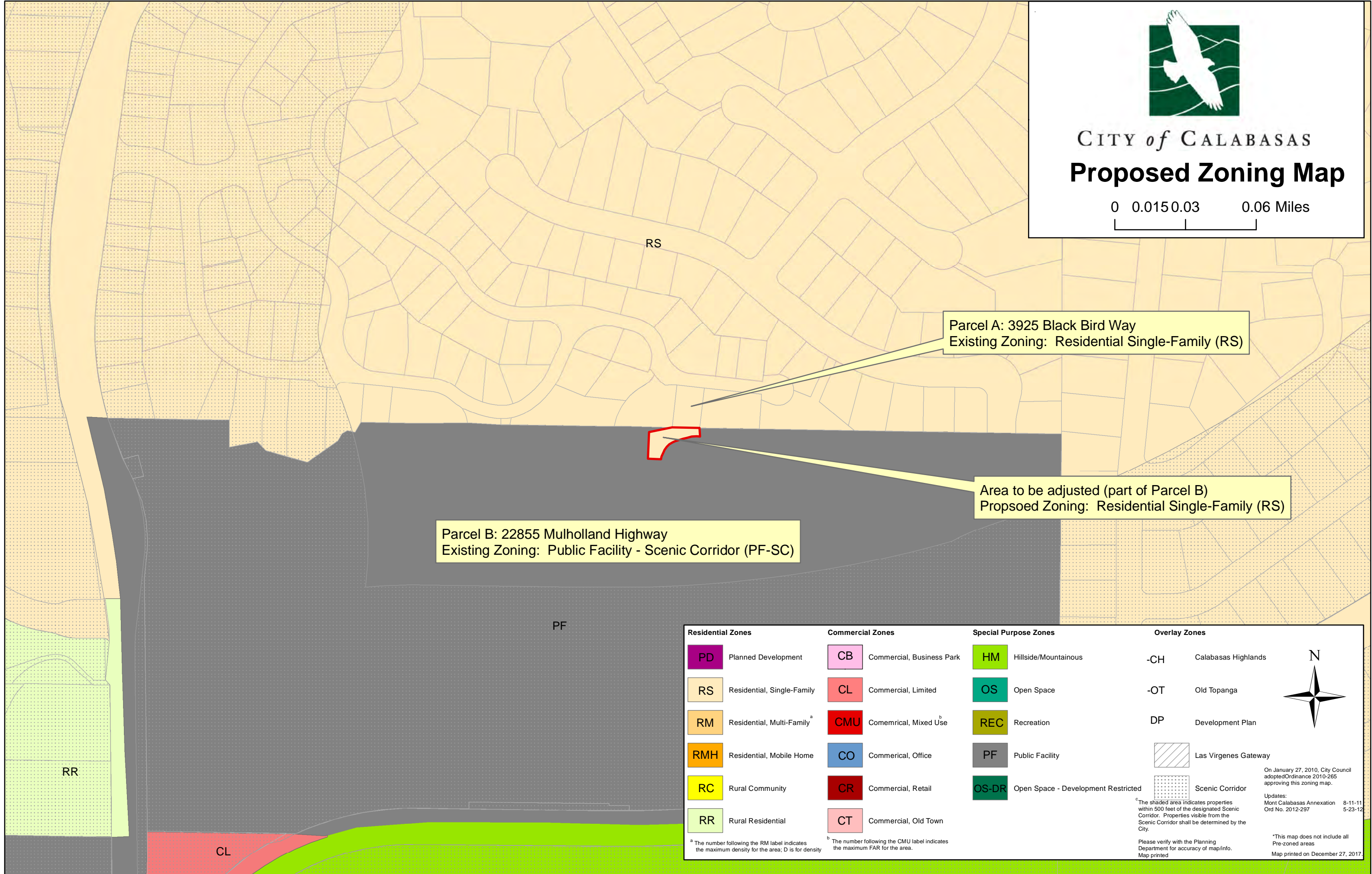
Please verify with the Planning Department for accuracy of map/info. Map printed

<sup>a</sup>The number following the RM label indicates the maximum density for the area; D is for density  
<sup>b</sup>The number following the CMU label indicates the maximum FAR for the area.  
<sup>c</sup>This map does not include all Pre-zoned areas  
 Map printed on December 27, 2017.



CITY of CALABASAS  
**Proposed Zoning Map**

0 0.015 0.03 0.06 Miles

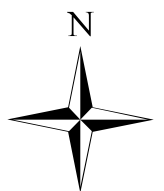


Parcel A: 3925 Black Bird Way  
 Existing Zoning: Residential Single-Family (RS)

Area to be adjusted (part of Parcel B)  
 Proposed Zoning: Residential Single-Family (RS)

Parcel B: 22855 Mulholland Highway  
 Existing Zoning: Public Facility - Scenic Corridor (PF-SC)

Residential Zones	Commercial Zones	Special Purpose Zones	Overlay Zones
<b>PD</b> Planned Development	<b>CB</b> Commercial, Business Park	<b>HM</b> Hillside/Mountainous	<b>-CH</b> Calabasas Highlands
<b>RS</b> Residential, Single-Family	<b>CL</b> Commercial, Limited	<b>OS</b> Open Space	<b>-OT</b> Old Topanga
<b>RM</b> Residential, Multi-Family <sup>a</sup>	<b>CMU</b> Commercial, Mixed Use <sup>b</sup>	<b>REC</b> Recreation	<b>DP</b> Development Plan
<b>RMH</b> Residential, Mobile Home	<b>CO</b> Commercial, Office	<b>PF</b> Public Facility	Las Virgenes Gateway
<b>RC</b> Rural Community	<b>CR</b> Commercial, Retail	<b>OS-DR</b> Open Space - Development Restricted	Scenic Corridor
<b>RR</b> Rural Residential	<b>CT</b> Commercial, Old Town		



On January 27, 2010, City Council adopted Ordinance 2010-265 approving this zoning map.  
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Please verify with the Planning Department for accuracy of map/info. Map printed

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<sup>c</sup>This map does not include all Pre-zoned areas  
 Map printed on December 27, 2017.




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** MARCH 1, 2018

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR, AIA, AICP 

**SUBJECT:** ADOPTION OF ORDINANCE NO. 2018-363 ADDING A NEW CHAPTER 20 TO TITLE 5 OF THE CALABASAS MUNICIPAL CODE PROHIBITING ADVERTISEMENTS FOR UNLAWFUL SHORT-TERM, TRANSIENT, AND VACATION RENTALS

**MEETING DATE:** MARCH 14, 2018

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**SUMMARY RECOMMENDATIONS:**

That the City Council adopts Ordinance No. 2018-363 adding a new Chapter 20 to Title 5 of the Calabasas Municipal Code prohibiting advertisements for unlawful short-term, transient, and vacation rentals.

**BACKGROUND:**

At the February 28, 2018 city Council meeting, Ordinance No. 2018-363 adding a new Chapter 20 to Title 5 of the Calabasas Municipal Code prohibiting advertisements for unlawful short-term, transient, and vacation rentals was introduced. It is now appropriate for this ordinance to be formally adopted.

**REQUESTED ACTION:**

That the City Council adopts Ordinance No. 2018-363 adding a new Chapter 20 to Title 5 of the Calabasas Municipal Code prohibiting advertisements for unlawful short-term, transient, and vacation rentals.

**ATTACHMENT:**

A. Ordinance No. 2018-363

**ORDINANCE NO. 2018-363**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA ADDING A NEW CHAPTER 20 TO TITLE 5 OF THE CALABASAS MUNICIPAL CODE PROHIBITING ADVERTISEMENTS FOR UNLAWFUL SHORT-TERM RENTALS.**

WHEREAS, under the principle of permissive zoning, any land use not expressly allowed by the Calabasas Municipal Code or permitted via a determination of substantially similar use under Calabasas Municipal Code Section 17.11.020 is prohibited. Calabasas Municipal Code Section 17.11.020 provides for the City to approve a land use that is substantially similar to a listed land use, but only after finding that the proposed land use is consistent with the General Plan, meets the stated purpose and general intent of the zoning district in which the use is proposed to be located, would not adversely affect the City's public health, safety, and general welfare, and that the proposed use shares characteristics common with, and is not of a greater intensity, density or generate more environmental impact than, those listed in the zoning district in which it is to be located.

WHEREAS, the Calabasas Municipal Code provides that any short-term, transient, or vacation rentals of property or a portion thereof for less than 30 days in exchange for any form of compensation is prohibited in all residential zones as this land use is not provided for in Calabasas Municipal Code Section 17.11.010, Table 2-2 which lists all allowable land uses in residential zones, with the following exception:

- (1) Lawfully approved bed and breakfast inns operated in full compliance with applicable federal, state, and local rules and regulations including all required permits from the City, which are conditionally permitted uses in the Residential, Rural and Rural Community zones as stated in Calabasas Municipal Code Section 17.11.010, Table 2-2. A bed and breakfast inn is not permitted in any single-family or multi-family residential zone under Calabasas Municipal Code Section 17.11.010, Table 2-2. A lawfully operated bed and breakfast inn must conform to the definition of bed and breakfast inn in Calabasas Municipal Code Section 17.90.020, the parking requirements of Calabasas Municipal Code Section 17.28.040, Table 3-11, which requires 1 parking space for each guest room or suite or 1 parking space for every two beds, whichever is greater, and all other applicable rules and regulations.

WHEREAS, the Calabasas Municipal Code provides that any short-term, transient, or vacation rentals of property or a portion thereof for less than 30 days

in exchange for any form of compensation is prohibited in all commercial zones as this land use is not provided for in Calabasas Municipal Code Section 17.11.01, Table 2-2, with the following exception:

(1) Lawfully approved hotels and motels operated in full compliance with all applicable federal, state, and local rules and regulations including all required permits from the City, which are a conditionally permitted use in the Commercial Retail, Commercial Office, Commercial Mixed Use, and Commercial Business Park zones, as stated in Calabasas Municipal Code Section 17.11.010, Table 2-2.

WHEREAS, the Calabasas Municipal Code provides that any short-term, transient, or vacation rentals of property or a portion thereof for less than 30 days in exchange for any form of compensation is prohibited in all special purpose zoning districts as this land use is not provided for in Calabasas Municipal Code Section 17.11.010, Table 2-2, with the following exception:

(1) Lawfully approved bed and breakfast inns operated in full compliance with applicable federal, state, and local rules and regulations including all required permits from the City, which are a conditionally permitted use in the Hillside/Mountainous zones as stated in Calabasas Municipal Code Section 17.11.010, Table 2-2. A lawfully operated bed and breakfast inn must conform to the definition of bed and breakfast inn in Calabasas Municipal Code Section 17.90.020, the parking requirements of Calabasas Municipal Code Section 17.28.040, Table 3-11, which require 1 parking space for each guest room or suite or 1 parking space for every two beds, whichever is greater, and all other applicable rules and regulations.

WHEREAS, many owners, operators, and facilitators of unlawful short-term rentals, including internet hosting platforms that engage in the short-term rental business, use advertisements to make unlawful short-term rentals available to the general public and rely on those advertisements to secure customers, such that prohibiting advertisements for unlawful short-term rentals would reduce the supply of unlawful rentals and reduce the occurrence of this unlawful activity by making it significantly more difficult for prospective renters and owners and operators to connect with each other and to enter into rental agreements.

WHEREAS, the City's Municipal Code does not currently prohibit advertisements for unlawful short-term rentals.

WHEREAS, the City Council intends to use its general police power to regulate businesses and commercial activity within the City and to ensure compliance with the City's zoning code governing permitted and prohibited land

uses, to adopt this Ordinance prohibiting advertising for unlawful short-term, transient, and vacation rentals.

WHEREAS, this Ordinance is intended to reduce the amount of illegal activity presently occurring and to prevent new illegal activity from occurring, by prohibiting advertisements by which owners, operators, and facilitators of unlawful short-term rentals seek customers and offer to make such unlawful short-term rentals available to the public.

WHEREAS, this Ordinance is a permissible regulation of commercial speech because it is limited to a prohibition on advertisements for unlawful short-term, transient, and vacation rental properties with addresses located within the City's incorporated jurisdiction and does not affect advertisements for any lawful short-term, transient, or vacation rentals.

WHEREAS, it is well-established under the law that commercial speech that proposes an unlawful transaction, or is misleading or related to unlawful activity is excluded from First Amendment protection and may be freely regulated by the government.

WHEREAS, the United States Supreme Court has held that the government may prohibit advertising for commercial activity that is itself illegal without offending the First Amendment to the United States Constitution, as such speech is not entitled to protection. (See *Central Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n of New York* (1980) 447 U.S. 557, 566.)

WHEREAS, any person or entity wishing to avoid the impact of this Ordinance's prohibition need only delete or remove any advertisements for unlawful short-term, transient, or vacation rentals in the City of Calabasas's limits.

WHEREAS, on February 28, 2018, the City Council conducted received public testimony regarding the proposed ban on advertisements for unlawful short-term, transient, or vacation rentals in the City of Calabasas's limits.

WHEREAS, the City Council desires to add a new Chapter 20 to Title 5 of the Calabasas Municipal Code, prohibiting advertisements for unlawful short-term, transient, or vacation rentals.

WHEREAS, the City Council finds that this amendment to the Municipal Code is consistent with the goals, policies, and actions of the General Plan, particularly the General Plan's provisions stating that the City shall preserve the community's predominantly residential character and dictating land use designations that do not permit short-term rentals other than lawful hotels, motels, and bed and breakfast inns.



**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The above set forth recitals and findings are true and correct and incorporated herein by reference, as if set forth herein in full.

**SECTION 2. Code Amendment.** A new Chapter 20 is hereby added to Title 5 of the Calabasas Municipal Code, to read as follows:

**CHAPTER 20: PROHIBITION ON ADVERTISING FOR UNLAWFUL SHORT-TERM, TRANSIENT, AND VACATION RENTALS**

**Section 5.20.010. Purpose.**

The purpose of this chapter is to reduce the proliferation of the illegal land use of unlawful short-term, transient, and vacation rentals and the associated negative effects caused by this illegal land use on the City’s residents, businesses, and visitors, including excessive traffic, reductions in available parking, unlawful conversions of residential property, unlawful conversions of existing affordable housing units into illegal short term vacation rentals, and inundation of the City’s low-density, quiet residential neighborhoods with commercial visitors and activity that adds traffic, noise, and destroys their quiet, low-density residential character. The City intends this prohibition on advertisements for unlawful short-term, transient, and vacation rentals will apply to the extent of, but not beyond, the limit of the City’s power, consistent with the First Amendment to the United States Constitution and Article I, Section 2 of the California Constitution, and any preemptive state or federal laws.

This advertising ban applies to advertisements for short-term, transient, and vacation rentals, which are prohibited under the following sections of the Calabasas Municipal Code:

- (A) The Calabasas Municipal Code provides that any short-term, transient, or vacation rentals of property or a portion thereof for less than 30 days in exchange for any form of compensation is prohibited in all residential zones as this land use is not provided for in Calabasas Municipal Code Section 17.11.010, Table 2-2, which lists all allowable land uses in residential zones. Under the principle of permissive zoning, any land use not expressly allowed or permitted via a determination of substantially similar use under Calabasas Municipal Code Section 17.11.020 is prohibited. Calabasas Municipal Code Section 17.11.020 provides for the City to approve a land use that is substantially similar to a listed land use, but only after finding that the land use is consistent with the General Plan, meets the stated purpose and general intent of the zoning district in which the use is proposed

to be located, would not adversely affect the City's public health, safety, and general welfare, and that the proposed use shares characteristics common with, and is not of a greater intensity, density or generate more environmental impact than, those listed in the zoning district in which it is to be located. Short-term, transient, or vacation rentals are not consistent with the General Plan's designated land uses for residential zones. The sole exception is a lawfully approved bed and breakfast inn operated in full compliance with applicable federal, state, and local rules and regulations including all required permits from the City, which is a conditionally permitted use in the Residential, Rural and Rural Community zones as stated in Calabasas Municipal Code Section 17.11.010, Table 2-2. A bed and breakfast inn is not permitted in any single-family or multi-family residential zone under Calabasas Municipal Code Section 17.11.010, Table 2-2. A lawfully operated bed and breakfast inn must conform to the definition of bed and breakfast inn in Calabasas Municipal Code Section 17.90.020, the parking requirements of Calabasas Municipal Code Section 17.28.040, Table 3-11, which requires 1 parking space for each guest room or suite or 1 parking space for every two beds, whichever is greater, and all other applicable rules and regulations.

- (B) The Calabasas Municipal Code provides that any short-term, transient, or vacation rentals of property or a portion thereof for less than 30 days in exchange for any form of compensation is prohibited in all commercial zones as this land use is not provided for in Calabasas Municipal Code Section 17.11.010, Table 2-2, with the following exception:
  - (1) Lawfully approved hotels and motels operated in full compliance with all applicable federal, state, and local rules and regulations including all required permits from the City, which are a conditionally permitted use in the Commercial Retail, Commercial Office, Commercial Mixed Use, and Commercial Business Park zones, as stated in Calabasas Municipal Code Section 17.11.010, Table 2-2, and
  
- (C) The Calabasas Municipal Code provides that any short-term, transient, or vacation rentals of property or a portion thereof for less than 30 days in exchange for any form of compensation is prohibited in all special purpose zoning districts as this land use is not provided for in Calabasas Municipal Code Section 17.11.010, Table 2-2, with the following exception:
  - (1) Lawfully approved bed and breakfast inns operated in full compliance with applicable federal, state, and local rules and regulations including all required permits from the City, which

are a conditionally permitted use in the Hillside/Mountainous zones as stated in Calabasas Municipal Code Section 17.11.010, Table 2-2. A lawfully operated bed and breakfast inn must conform to the definition of bed and breakfast inn in Calabasas Municipal Code Section 17.90.020, the parking requirements of Calabasas Municipal Code Section 17.28.040, Table 3-11, which require 1 parking space for each guest room or suite or 1 parking space for every two beds, whichever is greater, and all other applicable rules and regulations.

**Section 5.20.020. Definitions.**

For purposes of this chapter the following definitions apply:

“Advertisement” means any writing, picture, video, or other communication in fixed form shown, made available, published, or presented to the public in any medium or manner, whether in writing, in person, online, or otherwise via the internet, for the purpose of soliciting an unlawful short-term rental in the City of Calabasas, to help facilitate an unlawful short-term rental in the City of Calabasas, or to announce the availability of any property or portion thereof in the City of Calabasas for rental or occupancy for an unlawful short-term rental.

“Broker or property manager” means person, firm, partnership, association, corporation, company, syndicate, estate, trust, business trust, or organization of any kind who offers to rent or arranges for persons to rent an unlawful short-term rental or otherwise oversees and facilitates the operation of an unlawful short-term rental.

“Person” shall mean any person, individual, firm, partnership, association, corporation, company, syndicate, estate, trust, business trust, or organization of any kind.

“Property owner” means any person, firm, partnership, association, corporation, company, syndicate, estate, trust, business trust, or organization of any kind with a beneficial ownership interest in a property.

“Tenant” means any person, firm, partnership, association, corporation, company, syndicate, estate, trust, business trust, or organization of any kind with a leasehold interest in a property.

“Unlawful short-term rental” means any rental or occupancy of any property or a portion thereof located in the City of Calabasas for any purpose, including but not limited to a vacation, for less than 30 days if that rental or occupancy occurs in exchange for any form of compensation

or consideration. Short-term rentals or occupancies that occur at lawfully approved hotels, motels, and bed and breakfast inns operated in full compliance with all applicable federal, state, and local rules and regulations including any and all required permits from the City are lawful.

**Section 5.20.030. Prohibition on Advertising for Unlawful Short-Term Rentals.**

- (A) All persons, including property owners, tenants, and broker or property managers, are prohibited from publishing, displaying, transmitting, sending, or posting anywhere, whether online or via the internet, in a newspaper, or in any other writing, any advertisement for an unlawful short-term rental of any property or a portion thereof located in the City. This prohibition includes causing or maintaining in any manner or medium the display, publication, transmittal or posting of an advertisement for an unlawful short-term rental by any person.
- (B) This prohibition does not apply to any advertisement for lawfully approved hotels, motels and bed and breakfast inns located in the City and operated in full compliance with all applicable federal, state, and local rules and regulations including any and all required permits from the City.

**Section 5.20.040. Penalties and Enforcement.**

- (A) Any person, including property owners, tenants, and broker or property managers, whether as principal, agent, employee, officer, partner, manager, member, trustee, or otherwise, violating any provision of this chapter shall be guilty of a misdemeanor as provided in Title 1, Chapter 16, Section 1.16.010 of this Code and, upon conviction thereof, shall be subject to the penalties provided therein. Such person shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of this chapter is committed, continued, maintained, or permitted by such person and shall be punishable as provided in this section.
- (B) In addition to the remedies provided in subsection (A) of this section, the City shall have the power to enforce violations of any provision of this chapter by any lawful means permitted by this Code or by applicable law, including, but not limited to, by imposing administrative remedies under Chapter 17 of Title 1 of this Code and by seeking a civil injunction from a court of competent jurisdiction against any persons who maintain an advertisement in violation of any provision of this chapter.

**SECTION 3. California Environmental Quality Act.** The City Council has considered all of the evidence in the record, including the staff reports, the

testimony received during public comment on the matter, and hereby determines that that this ordinance is exempt from the California Environmental Quality Act review under Title 14, section 15061(b)(3) as there is no potential for causing a significant effect on the environment. Furthermore, this ordinance will not cause a direct or indirect physical change to the environment and is therefore exempt pursuant to Title 14, Section 15378(b)(2) and (3) of the California Code of Regulations.

The adoption of this ordinance is therefore exempt from CEQA review pursuant to Sections 15301 and 15061(b)(3) of the CEQA Guidelines.

**SECTION 4. Severability.** Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

**SECTION 5. Effective Date.** This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

**SECTION 6. Certification.** The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
Fred Gaines, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney



**CITY of CALABASAS**

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**CITY COUNCIL AGENDA REPORT**

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**DATE: MARCH 1, 2018**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR,  
AIA, AICP**



**SUBJECT: ADOPTION OF ORDINANCE NO. 2018-365 OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING CALABASAS MUNICIPAL CODE SECTION 9.28.010 OF CHAPTER 9.28 RELATED TO LOUD, UNNECESSARY AND UNUSAL NOISE AND PENALTIES FOR VIOLATIONS OF THE NOISE ORDINANCE.**

**MEETING DATE: MARCH 14, 2018**

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**SUMMARY RECOMMENDATIONS**

That the City council adopts Ordinance No. 2018-365 of the City Council of the City of Calabasas, California, amending Calabasas Municipal Code Section 9.28.010 of Chapter 9.28 related to Loud, Unnecessary and Unusual Noise and penalties for violations of the noise ordinance.

**BACKGROUND:**

At the February 28, 2018 City Council meeting, Ordinance No. 2018-365 of the City Council of the City of Calabasas, California, amending Calabasas Municipal Code Section 9.28.010 of Chapter 9.28 related to Loud, Unnecessary and Unusual Noise and penalties for violations of the noise ordinance was introduced. It is now appropriate for this ordinance to be formally adopted.

**REQUESTED ACTION:**

That the City Council adopts Ordinance No. 2018-365 of the City Council of the City of Calabasas, California, amending Calabasas Municipal Code Section 9.28.010 of Chapter 9.28 related to Loud, Unnecessary and Unusual Noise and penalties for violations of the noise ordinance.

**ATTACHMENT:**

Ordinance Number 2018-365

**ITEM 5 ATTACHMENT  
ORDINANCE NO. 2018-365**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF CALABASAS, CALIFORNIA, AMENDING  
CALABASAS MUNICIPAL CODE SECTION  
9.28.010 OF CHAPTER 9.28 RELATED TO  
LOUD, UNNECESSARY AND UNUSUAL NOISE AND  
PENALTIES FOR VIOLATIONS OF THE NOISE  
ORDINANCE.**

**WHEREAS**, the City of Calabasas (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws that promote the public health, safety and general welfare of its residents; and

**WHEREAS**, the City Council desires to protect the public health, safety, general welfare, and quiet enjoyment of property in the City by the adoption of this ordinance providing for additional penalties and remedies for violations of the City's noise ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

**SECTION 2.** The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that the adoption of this ordinance amending the City's noise ordinance, and prohibiting loud and unruly gatherings will have a significant effect on the environment. Accordingly, under the provisions of § 15061 (b)(3) and § 15378(b)(5) of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, the adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act.

**SECTION 3.** The City Council hereby amends Calabasas Municipal Code Section 9.28.020 to read as follows, with additions denoted by underlined text and deletions denoted by s-trike through text:



**9.28.020 Penalty and Other Remedies.**

A. Any person violating this chapter is guilty of an infraction punishable as set forth by CMC 1.16.0208.

B. In addition to the remedies provided in subsection A of this section, the City shall have the power to enforce violations of any provision of this chapter by any lawful means permitted by this Code or by applicable law, including, but not limited to, by imposing administrative remedies under Chapter 17 of Title 1 of this Code and/or by seeking a civil injunction from a court of competent jurisdiction against any persons who maintain an advertisement in violation of any provision of this chapter.

C. In addition to any other remedies and penalties available under this Code and applicable law, a City Code Enforcement Officer may issue a Citation for a violation of Section 9.28.010, pursuant to the requirements and procedures set forth in Chapter 1.17 of this Code. As a further alternative and notwithstanding Section 1.17.080 of this Code, a City Code Enforcement Officer may issue a Citation for a violation of Section 9.28.010, without first issuing a Notice of Violation. Any person issued a Citation for a violation of Section 9.28.010 shall be subject to fines and penalties as set by the City Council by resolution.

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Calabasas hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

**SECTION 5.** Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

**SECTION 6.** Certification:

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of March, 2018.

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Fred Gaines, Mayor

ATTEST:

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Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** MARCH 5, 2018

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MAUREEN TAMURI AIA, AICP  
COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT:** RECOMMENDATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT-TO-EXCEED \$456,783.00 TO PALADIN DATA SYSTEMS CORPORATION FOR PERMIT TRACKING AND REPORTING SOFTWARE SERVICES

**MEETING**

**DATE:** MARCH 14, 2018

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**SUMMARY RECOMMENDATION:**

That the City Council award a Professional Services Agreement in the amount of \$456,783.00 to Paladin Data Systems Corporation for Permit Tracking and Reporting Software Services.

**BACKGROUND:**

In order to keep compliant with current technologies, Council directives and State requirements, staff is recommending that the City Council procure a new permit tracking and reporting software entitled "Smart Gov" by Paladin Data Systems to replace the City's current permitting software program. The City last procured its permit software in 2005, when there were very limited applications available for such services. Since then, applications have vastly expanded, offering subscription services with vastly improved services and capabilities which are more cost effective.

The City initiated a detailed Request for Qualifications (“RFQ” see attachment C) in 2016 which was sent directly to 15 known vendors, it was also posted on the International Code Council website, the California Building Officials website, the League of California Cities website, and 3 other development related IT sites.

In response 12 statements of qualifications were received by the City (see attachment D). A review panel was established comprised of staff from Planning, Public Works, Media/IT, and Building and Safety to evaluate the submittals. After the group analyzed the statements and checked the references provided there within, the City panel shortlisted the submittals to 4 vendors and then invited them to the City to provide a demonstration of their products. Three of the 4 firms were responsive to the invitation and provided demonstrations of their products to the panel. After the demonstrations, each vendor was also allowed to make a secondary visit to the City after they had a chance to review our current permitting processes. After the demonstrations were completed, the panel determined that all 3 met the City’s permitting and reporting needs and were invited to submit a cost proposal.

The panel met for one last time and considered the 2 demonstrations from each vendor, their qualification statements, and the cost proposals. The panel unanimously determined the Smart Gov system would be the best fit and the Paladin Data Systems employees would also provide the high level of hands on customer service that is expected by the City.

#### **DISCUSSION/ANALYSIS:**

Permit Tracking Software, is utilized by Planning, Building and Safety, Code Enforcement and Public Works to record financial transactions, issue stop work notices, grant entitlements and building, mechanical, electrical, plumbing, grading and encroachment permits on both private and publicly owned properties throughout the City. It is estimated that the four Divisions have issued and are responsible for the accounting of up to 100,000 permitting records from the past 26 years of the City’s history.

Like a number of software storage programs initially utilized by the City (e.g. Sire and HdL), the City’s current permit software lacked the capability to meet new Council mandates for and permit issuance needs. These included the Council’s desire to maintain data electronically and allow for public record access to data, State requirements for “on-line” processing of certain application types, and Staff’s interest in a cloud based system offering advanced reporting capabilities such as permits issued for annual State reports, new housing units, and a myriad of other queryable processes.

The recommended program Smart Gov is used by 70 other jurisdictions across the Country. Their cloud based system and mobile accessibility will increase the automated functions for reports, permitting, code enforcement, licensing, inspections, plan review, and there will be an easy-to-use citizen portal. The system will improve transparency of City processes, improve staff efficiencies, integrate with other agencies data bases, and improve City communications and permit processing across the board.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The Processional Services Agreement before you is broken into two components; a) an estimated one time cost of \$133,380 to transfer current data, testing and set up, integration with current City software programs, and staff training, payable over two fiscal years. The annual subscription fee is \$57,801 for the first three years, which compares favorably to the City's current annual costs of \$68,000 for its current system. The annual subscription rate for the software is frozen for three years, then subject to a CPI annual adjustment if requested by Paladin Data Services Corporation. Services beyond those anticipated, if required at some point, would be covered through the City's annual budget. If the Council was to approve this agreement, Finance would adjust the FY2017/18 budget accordingly.

**REQUESTED ACTION:**

That the City Council award a Professional Services Agreement in the amount of \$456,783.00 to Paladin Data Systems Corporation for Permit Tracking and Reporting Software.

**ATTACHMENTS:**

- a) PSA and Proposal/scope of work received October 19, 2017  
(Revised on January 9, 2018 with minor revisions)
- b) RFQ
- c) List of respondents

**PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**  
(City of Calabasas / Paladin Data Systems Corporation)

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Calabasas, a California municipal corporation (“City”), and Paladin Data Systems Corporation, a Washington *corporation*, (“Consultant”) (collectively, “parties”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Permit Tracking and Reporting Software.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services” means such professional services as are set forth in Consultant’s Revised, January 23, 2018, Cost Proposal to City attached hereto as “Exhibit A” and fully incorporated herein by this reference.
- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s Revised, January 23, 2018, Cost Proposal to City, Exhibit A. This fee schedule shall remain in effect for the duration of the implementation of SMARTGOV SaaS under this Agreement, with the fee schedule expressly fixed for the first three years after the Commencement Date, and thereafter may be adjusted annually based on the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside Orange County Area for the 12-month period preceding each annual renewal period. The initial three-year period of fixed fees and thereafter annual increases based on the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside Orange County Area for the 12-month period preceding each annual renewal period shall apply both for this Professional Services Agreement and for the Software as a Service Agreement.

**ITEM 6 ATTACHMENT A**  
Professional Services Agreement  
(City of Calabasas /Paladin Data Systems Corporation)

- 3.3 “Commencement Date” means April 1, 2018.
- 3.4 “Termination Date” means March 31, 2023.
- 3.5 “City Agreement Administrator” means Sparky Cohen, Building Official
- 3.6 “Consultant Project Administrator” means Paul Reichert.
- 3.7 “Software as a Service Agreement” means the Paladin Data Systems Corporation Master SaaS Subscription and Professional Services Agreement, attached hereto as Exhibit B and fully incorporated herein by reference, entered into between the City and Paladin Data Systems Corporation.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date in accordance with Section 18 (“Termination”) below.

**5. CONSULTANT’S SERVICES**

- 5.1 Time is of the essence in Consultant’s performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.3 Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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- 5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Paul Reichert shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Exhibit B, Paladin Data Systems Corporation Master SaaS Subscription and Professional Services Agreement covers software as a service (SaaS). Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services for them under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any of Consultant's subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is not subject to prevailing wage law.



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**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such professional and one time professional services. City agrees the annual renewal fees for the SaaS Subscription shall be in accordance with Exhibit B Paladin Data Systems Corporation Master SaaS Subscription and Professional Services Agreement. City and Consultant further agree that the Approved Fee Schedule and fees for this Agreement and the annual renewal fees for the SaaS Subscription shall be expressly fixed for the first three years after the Commencement Date and thereafter may be adjusted annually based on the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside Orange County Area for the 12-month period preceding each annual renewal period, as specified in Section 3.2 of this Agreement and Section 5.7 of the Software as a Service Agreement.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.
- 6.5 Consultant agrees to invoice the City for fees as described in Exhibit A, in two billings. Initial payment of \$104,801 invoiced upon contract execution. Payment one covers 1) the annual subscription; 2) three connectors including Parcel, GIS, and Financial; and 3) the data migration. The second payment, invoiced July 1, 2018, includes the remaining connectors, ePlan Check implementation, travel and professional service hours, other than data migration, delivered through July 1,

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2018. All remaining unbilled professional services and travel delivered after July 1, 2018, will be invoiced monthly as work is performed. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Four hundred fifty-six thousand, seven hundred eighty-three dollars (\$456,783.00) unless specifically approved in advance and in writing by City.

- 6.6 Consultant agrees that City's obligation to pay any amount invoiced under this Agreement or the Software as a Service Agreement shall be suspended for any period of time during which the Consultant fails to maintain current certificates of insurance or other adequate proof of current insurance, which may include a letter from Consultant's insurance carrier, on file with the City proving that Consultant has sufficient insurance to meet the insurance coverage requirements of Section 11. Upon correction of such failure, City will pay amounts invoiced that are in accord with the terms of this Agreement within 30 days if Consultant is not in default under this Agreement.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

Subject to Section 6.3 Ownership of Exhibit B, Paladin Data Systems Corporation Master SaaS Subscription and Professional Services Agreement, all reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. City and Consultant agree that all data provided by the City, its officials, employees, contractors, and any other user of the software, including any data provided by any member of the general public shall remain the sole property of the City. City hereby grants a non-exclusive license to Consultant to use said data for the purposes of performing its obligations under this Agreement and under the Software as a Service Agreement.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public

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Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

**9. AGREEMENT ADMINISTRATOR**

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.
  
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit of up to \$50,000 for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 Consultant's indemnity obligation under this Section 10 shall be limited to, and shall not exceed, One Million Dollars (\$1,000,000) that is provided and insurable under the Consultant's insurance policies. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision, including the Consultant's obligation to indemnify the City, applies up to the limit stated in this section.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.
- 10.9 To the fullest extent permitted by law, City shall indemnify, hold harmless, and defend Consultant, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, consequential or otherwise, and injury to any property arising out of or in connection with City's alleged recklessness or willful misconduct of City or any of its officers, employees, servants, or agents, or anyone directly employed by City, in the performance of this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the Consultant.

**11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

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- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. Consultant agrees that, as stated in Section 6.6, City's obligation to pay any amount invoiced under this Agreement or the Software as a Service Agreement shall be suspended for any period of time during which the Consultant fails to maintain current certificates of insurance or other adequate proof of current insurance, which may include a letter from Consultant's insurance carrier, on file

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with the City proving that Consultant has sufficient insurance to meet the insurance coverage requirements of Section 11.

- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to provide the 30-day notice of cancellation endorsement from each insurance carrier.
- 11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement. Consultant's limitation of liability shall be in accordance with Section 11, Exhibit B, Paladin Data Systems Corporation Master SaaS Subscription and Professional Services Agreement, and shall be set at One Million Dollars (\$1,000,000).
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
  - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
  - 11.14.2 The Commercial General Liability and Automobile Insurance Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

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11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

**12. MUTUAL COOPERATION**

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

**13. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**14. RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.



**15. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**16. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Sparky Cohen  
Building Official  
100 Civic Center Way  
Calabasas, 91302  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7329

If to Consultant:

Michelle Dvorak  
Paladin Data Systems Corporation  
19362 Powder Hill Place NE  
Poulsbo, WA 98370  
Telephone: 360-779-2400  
Email: contracts@paladindata.com

With courtesy copy to:

Scott H. Howard, City Attorney  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd, Suite 8500  
Pasadena, California 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**17. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

**18. TERMINATION**

18.1 During the first three years after the Commencement Date of this Agreement, the City may terminate this Agreement for cause after thirty calendar days' written notice to Consultant, if the Consultant has not cured the breach of this Agreement to the City's satisfaction in that thirty calendar day period. After the expiration of the initial three year

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(City of Calabasas /Paladin Data Systems Corporation)

period, City may terminate this Professional Services Agreement for any reason, whether or not for cause, on thirty calendar days' written notice to Consultant. After the expiration of the initial three year period, Consultant may terminate this Professional Services Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Professional Services Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Professional Services Agreement.

18.2 If City terminates this Professional Services Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

18.3 Termination of the SaaS Subscription shall be in accordance with Exhibit B, Paladin Data Systems Corporation Master SaaS Subscription and Professional Services Agreement.

**19. GENERAL PROVISIONS**

19.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

19.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

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19.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.

19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

19.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement, including Exhibit B, the Paladin Data Systems Corporation Master SaaS Subscription and Professional Services Agreement. In the event of any material discrepancy between the provisions of this Agreement and

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those of any document incorporated herein by reference including Exhibit B, the Paladin Data Systems Corporation Master SaaS Subscription and Professional Services Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

19.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

**“City”**

**“Consultant”**

**Paladin Data Systems Corporation**

By \_\_\_\_\_  
*Fred Gaines, Mayor*

By: \_\_\_\_\_  
*Jim Nall, CEO*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Maricela Hernandez, MMC, City Clerk

Date: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
Scott H. Howard  
Colantuono Highsmith & Whatley  
City Attorney

Date: \_\_\_\_\_

**“EXHIBIT A”  
SCOPE OF WORK**



CITY *of* CALABASAS

**SMARTGOV**<sup>TM</sup>

**City of Calabasas  
Permit Tracking and Reporting Software  
Cost Proposal  
Revised 1-9-18**

Permit Tracking and Reporting Software  
Request for Cost Proposal  
Calabasas, CA  
October 19, 2017

Paladin Data Systems Corporation  
Proposal Contact: Jeff Pavey  
360-394-5930 | [jjpavey@paladindata.com](mailto:jjpavey@paladindata.com)  
19362 Powder Hill Place NE | Poulsbo, WA | 98370

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# 1. Introduction Letter

October 19, 2017

Revised – January 9, 2018

Sparky Cohen  
Building Official  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Re: Permit Tracking and Reporting Software Request for Cost Proposal

Dear Mr. Cohen,

Please accept this Cost Proposal for Paladin Data System's enterprise permit tracking and reporting software, SMARTGOV. SMARTGOV provides end-to-end support for permit tracking and reporting processes executed by the City's Building and Safety Division, Planning Division, Code Enforcement Section, Public Works Department, and Finance Departments. This proposal outlines all costs, cost details, and associated considerations necessary to host, implement, and maintain SMARTGOV.

This revised Cost Proposal adds a section outlining the 1/9/18 revisions.

For questions and comments, please contact me directly or proposal contact, Jeff Pavey. Jeff's contact information is: 360-394-5930/jpavey@paladindata.com.

Sincerely,

Jim Nall  
CEO  
360-394-5993

## 2. Revisions

Paladin applied the following revisions to the original Cost Proposal

1. Section 1, *Introduction Letter*

Changed signatory from VP Ed Hallda to CEO to Jim Nall.

2. Section 3, *Cost Proposal*

Page 5, 1<sup>st</sup> Paragraph: Added a paragraph at the start of the section providing an overview of the cost categories.

3. Section 3.1, Changes to the Cost table

a. Changed quote expiration from 11/30/17 to 3/15/18.

b. Changed Memo field

c. Changed data migration hours from X to X (if necessary)

d. Removed/added connectors X, Y, Z (If necessary)

4. Section 3.2, Page 5: *Cost Table Description*

- **Payment Schedule and Rates**

Page 6, 1<sup>st</sup> Paragraph: Changed payment terms to reference final contract terms.

- **Annual SaaS**

Page 6, 1<sup>st</sup> Bullet under this Section: Removed unlimited user option.

- **Professional Services**

- Page 7, 1<sup>st</sup> Paragraph: Added, “final negotiation and analysis” to list of techniques used to determine professional service estimates.

- Page 7, 1<sup>st</sup> Paragraph: Removed, “Paladin bid estimates are conservative (high) to ensure jurisdiction most information possible when considering options”.

5. Section 4.4, *User Cost*:

Page 10: Removed reference to unlimited user option.

### 3. Cost Proposal

The cost for SMARTGOV fall within three categories including annual subscription or SaaS, one time fees, and professional services. The cost table provides subtotals for each category in the order listed here from top to bottom. The proposal provides a description of each category in section 3.2 below.

#### 3.1 Table

The cost estimate consists of three elements: annual subscription cost (SaaS), one-time fees,

Quantity	Units	Item	Term	Amount
1	Site	SG Annual Subscription - 32 Users	Subscription	\$34,938.00
1	Site	SMARTGOV Citizen Portal	Subscription	\$8,063.00
6	User	SG Mobile Inspect	Subscription	\$3,600.00
8	User	SG E-PlanCheck Digital Plan Review	Subscription	\$11,200.00
		<b>Subtotal: Annual Subscription</b>		<b>\$57,801.00</b>
1	Site	SG SMARTConnect GIS via Digital Maps	One Time	\$5,000.00
1	Site	SG SMARTConnect Financial	One Time	\$5,000.00
1	Site	SG SMARTConnect Parcel/Addressing via Digital Maps	One Time	\$5,000.00
1	Site	SG SMARTConnect Merchant	One Time	\$5,000.00
1	Site	SG SMARTConnect ECM-Laserfiche	One Time	\$5,000.00
1	Site	SG Custom SMARTConnector - ATC 20	One Time	\$9,600.00
1	Site	SG Custom SMARTConnector - Public Stuff	One Time	\$12,360.00
1	Site	SG Custom SMARTConnector - CHIRD	One Time	\$9,600.00
1	Pack	E-PlanCheck Implementation: -SMARTGOV Connector -Configuration and WebTrianing (8 hrs) -Documentation	One Time	\$5,420.00
		<b>Subtotal: One time fees</b>		<b>\$61,980.00</b>
150	Hour	SG Data Migration	Professional Services	\$24,000.00
165	Hour	SG Configuration	Professional Services	\$26,400.00
40	Hour	SG Onsite Training	Professional Services	\$8,000.00
50	Hour	Post Go -Live System Optimization	Professional Services	\$8,000.00
		<b>Subtotal: Professional Services</b>		<b>\$66,400.00</b>
1	Site	Travel & Expenses (estimate only)	Travel	\$5,000.00

*Draft Final SO: Cost proposal updated on 1-9-18. Changes to this Sales Order include: 1) updating the expiration date from 11-30-17 to 3-15-18; 2) (Fill in update to connectors if any and data migration estimate if any).*

**Total Investment = \$191,181.00**

**Total Annual Renewal: \$57,801.00**

and Paladin professional implementation services. Details provided in section 2.2 below.

## 3.2 Cost Table Description

### **Payment Schedule and Rates**

Schedule: See payment terms under Section 6 of the final contract.

Professional Service Rates:

- Training - \$200/hr
- All Other Services - \$160/hr

### **Annual SaaS – 32 User Total (\$57,801) / Unlimited User Total (\$75,393)**

The SaaS total is a combination of the following:

- Named User SaaS – The named user SaaS provides secure access for up to 32 full-time for \$ 34,938 or unlimited for \$52,530 depending on the City’s preference.

The user Subscription includes SMARTGOV core functionality—Permitting (Building, Planning/Zoning, Public Works, Fire), Inspections, Code Enforcement, Plan Review, Recurring Inspections (Fire Inspections), GIS, Cashiering, Reporting, and System Administration.

- SMARTGOV Citizen Portal –The Citizen Portal provides online citizen access. Total cost \$8,063.
- SMARTGOV Mobile App - The proposal includes a mobile application for up to 6 field inspectors and or code enforcement officers for a total of \$3,600.
- EPlanCheck (EPC) Digital Markup Module- The proposal includes up to 8 users for the digital markup plan review module for \$11,200 or \$1,400/user.

In addition to the above features, SMARTGOV SaaS provides for unlimited data storage; help desk from 5AM – 5PM (PST); and complete software monitoring and maintenance.

### **One Time Fees – Total (\$61,980)**

One time fees are setup costs for connectors and for the SMARTGOV’s integrated digital markup module.

SMARTConnectors: Connectors allow SMARTGOV to exchange data with other third-party applications. Connectors require a one-time fixed costs per connector. The proposal includes 5 standard connectors and 3 custom connectors for a total of \$56,560. The connectors are described below in section 3.6.6 below.

#### **Standard Connector**

- GIS - \$5,000
- Financial - \$5,000
- Parcel - \$5,000
- Merchant Services - \$5,000
- Laserfiche - \$5,000

#### **Custom Connectors**

- ATC 20 - \$9,600
- Public Stuff - \$12,360
- CHIRD - \$9,600

E-PlanCheck Implementation: The E-PlanCheck implementation package costs \$5,420 provides all set up, documentation, and training for the digital markup module.

**Professional Services - Total (\$66,400)**

The professional service estimates are based on information garnered through the RFQ process and onsite presentations; independent research; experience implementing jurisdictions of similar size and complexity; and final negotiation and analysis.

Professional services include the following components:

- Data Migration - SMARTGOV data migration experts will convert and migrate the City's Edgesoft legacy data. Total estimate is 150 hours (\$24,000).
- System Configuration – The system setup and configuration includes a business process analysis and associated configuration to apply the City's business rules to SMARTGOV. Configuration comprises setup of departments; users; security; reports; fees; and templates for each permit, code enforcement type, and inspection types. The proposal includes 165 hours of services
- Onsite Training – Paladin provides 40 hours (\$8,000) of comprehensive onsite training for all users for core SMARTGOV modules. Note, digital markup module training is included as a onetime fee.
- Post Go-Live Optimization – Post go-live optimization includes 50 (\$8,000) hours of professional services reserved for refinements following the launch of the new system. These hours may or may not be required but provide an additional resources if necessary.

## 4. Bid Considerations

### 4.1 Server on-demand hosting solution

SMARTGOV is specifically architected for the cloud and optimized for Amazon Web Services (AWS). Through AWS, Paladin offers SMARTGOV as a web-based, cloud-hosted community development platform deployed as an annual Software as a Service (SaaS) or on-demand subscription model. This SaaS delivery functions independent of the City's hardware environment. SMARTGOV does not require any third-party software applications or plug-ins: City staff and citizens access SMARTGOV via any Internet browser (e.g. Chrome, Firefox, Internet Explorer, and Safari). All data transfers through encrypted HTTPS protocol.

SMARTGOV's SaaS application leverages cloud-based resource pooling combined with world class platform efficiencies of the Amazon Web Services (AWS) cloud. Through AWS, SMARTGOV offers the following:

- Multi-tenancy
- Predictable total cost of ownership
- Rapid elasticity/scalability
- Real-time monitoring
- Regularly delivered, vendor-managed updates
- Faster deployments
- Data redundancy
- Resource pooling
- World-class security

### 4.2 Data Migration, Laserfiche Integration

#### 4.2.1 Data Migration

SMARTGOV implementation specialists convert and migrate existing Edgesoft legacy data into SMARTGOV based on the City's specific requirements. Data conversion is an iterative process consisting of data mapping, execution, validation by the City, and refinement. Prior to migration, Paladin conducts an in depth analysis of the data and the City's requirements to confirm assumptions and if necessary refine the estimate. The data migration process is described in detail in Section 3.6 of the RFQ.

#### 4.2.2 Laserfiche Integration

SMARTGOV provides an API (Application Programming Interface) interface with the Laserfiche Document Management system allowing the City to transfer documents and plans between SMARTGOV and Laserfiche.

#### 4.2.3 SMARTGOV Installation and Integration

Paladin provides all services necessary to integrate or implement SMARTGOV to mirror the City's unique business rules and processes. The SMARTGOV integration or implementation process consist of four phases, each with defined activities and associated deliverables. The four phases includes all activities necessary to plan the project, migrate legacy data, configure the application, set up interfaces or connectors, provide training, and perform post go live refinements. See the RFQ response Section 3.2 for a detailed description of SMARTGOV implementation process. Because SMARTGOV is cloud hosted, there is no need for installation onto City servers or computers.

## 4.2.4 Ongoing Support and Maintenance

Paladin user support includes Help Desk, case tracking, and help documentation, all is included as part of the annual subscription. The SMARTGOV support team consists of 5 dedicated support personnel and additional technical resources as needed. The SMARTGOV incident response team engages immediately, depending on the severity of the issue. The service desk enters issues as cases, logging the issue, response time, remedies, resolutions, and final outcome. Paladin's dedication to prompt, personal, and effective support sets us apart.

### **Phone Number and Online Support**

Paladin help technicians provide SMARTGOV Service Desk support. The Service Desk covers assistance with the features, functions, and usage of the SMARTGOV system. Users receive consistent guidance and advice in addition to dependable restoration of regular services. Users can access the Service Desk by phone from 5:00 AM – 5:00 PM (PST) Monday through Friday and 24/7 using email and via the web.

Calls received after office hours are forwarded to the Customer Service representative on call. Email requesting support is monitored 5:00 A.M. PST to 5:00 P.M. PST Monday through Friday. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

### **Remote Assist**

Remote Assist allows specially trained Service Desk technicians to remotely access end-user systems to evaluate and resolve incidents. A specially trained Service Desk technician will take, with end-user permission, virtual control of the user's desktop to perform a hands-on investigation of the incident and to determine a resolution. This service includes capabilities such as configuration changes, file updates, driver updates, and software reinstallation. Remote Assist services are stringently managed according to security best practices and standards. During the session, the user can observe exactly what the Service Desk technician is doing and can terminate the session at any time.

### **Site Support**

Site support is available to users when remote support may not be effective. Site support provides on-site personnel who can address infrastructure, hardware, and software needs as appropriate.

### **User and Administrative Documentation**

Paladin provides all user and administrative documentation needed to be successful with SMARTGOV, from initial training to Release Notes whenever a new release is issued.

### **Ongoing Software Maintenance**

The SMARTGOV subscription includes system administration, performance monitoring, maintenance, and product upgrades at no additional cost. Maintenance includes:

- Continuous improvement releases, patches, hot fixes, and enhancements. Paladin provides notification 24 hours prior to regular system maintenance and distributes *Release Notes* to inform all SMARTGOV clients of new features, bug fixes, and other security-related information.
- Paladin's automated release process greatly reduces lengthy down times and missed procedural deployments that are common with traditional on-premises hosted applications.
- Paladin regularly adds new SMARTGOV features and enhancements, incorporated immediately through the cloud-based deployment.

- Paladin engineers proactively monitor the cloud network 24x7 to ensure consistent product performance by regions across the U.S. and respond immediately to performance issues.

### **4.3 Data Storage and Backup provisions**

The SMARTGOV annual subscription includes unlimited data storage and state of the art security provided by AWS. AWS replicates critical system components across multiple Availability Zones ensuring high availability both under normal circumstances and during disasters such as fires, tornadoes, or floods. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity and housed in separate facilities. Each AWS Availability Zone runs on its own independent infrastructure, engineered to be highly reliable so that even extreme disasters or weather events only affect a single Availability Zone. The data centers' electrical power systems are fully redundant and maintainable without impact to operations. Common points of failure, such as generators, UPS units, and air conditioning, are not shared across Availability Zones.

AWS plans for failure by maintaining contingency plans and regularly rehearsing responses. AWS regularly perform preventative maintenance on generators and UPS units to ensure that equipment is ready when needed. AWS also maintain a series of incident response plans covering both common and uncommon events, and update them regularly to incorporate lessons learned and prepare for emerging threats. In the days leading up to a known event such as a hurricane, AWS makes preparations such as increasing fuel supplies, updating staffing plans, and adding provisions like food and water to ensure the safety of the support teams. Once it is clear that a storm will impact a specific region, the AWS team executes the response plan and posts updates to the Service Health Dashboard throughout the event.

AWS guarantees data durability of 99.9999999999 percent.

### **4.4 User Cost**

This cost proposal includes 32 standard users for \$1092 for each user or a total of \$34,938. The total annual subscription that includes the Citizen Portal, 6 users for the Mobile App, and 8 users for the digital markup is \$57,393.00.

Paladin offers an option for unlimited standard users for a user cost of \$52,530. The total subscription for unlimited users is \$75,366.

### **4.5 Training**

This cost proposal includes 40 hours for comprehensive training for all users and 8 hours for digital markup training. Paladin charges \$200 per hour for standard training and the 8 hours of digital markup training is included as part of digital markup implementation package.



### 4.5.1 Initial Training

Training covers functions related for all modules and administration. Users learn how to create applications, manage the approval process, assign conditions, collect fees, and create certificates of occupancy, handling the project from submittal to final status.

#### ***Inspector Training***

Inspector training focuses on the system functionality used in day-to-day inspection activities and the inspection module. Participants learn how to enter and search for permits, document inspection results, schedule inspections, note issues and irregularities, and generate reports.

Inspector training includes training for the mobile app.

#### ***Code Enforcement Training***

This training focuses on system functionality used by code enforcement officers and/or users who track citizen requests and code violations. Participants learn how to enter and search for cases, note issues and violations, and generate reports.

Code enforcement training includes training for the mobile app.

#### ***Technical Implementation Training***

SMARTGOV technical training focuses on the City's staff who will administer the program. Since Paladin maintains the software in the AWS cloud, technical training is not required for maintaining the software.

#### ***Digital Markup Training***

Digital Markup training covers how to use the EPC toolset, features, and how to configured digital plan review workflows. Participants in this training learn how to upload electronic plan review documents and/or receive the documents via the Citizen Portal. After accepting the documents, the user learns how to route the documentation to various departments for time sensitive reviews. Users also learn how to manage planning documents for markup. Corresponding deficiency letters will be generated based on comments entered during the plan review, and users have multiple options for communicating this information to the applicant/contractor.

### 4.5.2 Post-Deployment Training

#### ***Continuing Education***

Paladin makes web conferences and/or remote tutorial sessions available to the City. Topics and timing of these sessions will be determined based on the need following the completion of initial training.

In addition to the initial training classes provided during the implementation process, Paladin also provides a selection of ongoing educational opportunities available to all users. This includes onsite training where Paladin professionals conduct training sessions at City facilities, webinar training where refresher courses are offered online, and Paladin-based training for which a group of City staff may come to Paladin headquarters for focused training sessions.

#### ***Additional Onsite Training***

If the City needs additional training for extended education or additional users above and beyond the named user license, Paladin delivers such training at its current rates. This includes training for non-staff members like the local development community training included in this proposal.

## **SMART Blog**

Paladin initiated a communication/training blog that serves as both a communication vehicle and a training reference for SMARTGOV customers. Distributed on a weekly basis, *SMARTGOV Perspectives* contains tips and training updates for SMARTGOV users (e.g. five-part series on *Best Practices for Automated Permit Processing*).

## **Self-Service Documentation and Technical Support**

SMARTGOV self-help support services allow users to report and resolve incidents on their own with tools they access from their desk.

Online Help Files – Online help links to the HTML version of the product documentation. This method of support can be accessed at any time and reflects the current version of the application.

Context Sensitive Help – Context sensitive help is customizable and enables users to define input narrative and/or field description for each field specific to the requirements and processes within their jurisdiction.

Email Requests – Users may submit email support requests 24/7 to report incidents or request support assistance.

## **4.6 Product Description**

SMARTGOV is an end-to-end solution that supports the intake, processing, delivery, and reporting on an unlimited number of permits and application types. The Suite of SMARTGOV modules include permit and project tracking, workflow and electronic plan review, integrated digital markup, inspections, code enforcement, recurring inspections (for fire permits and inspections), the Citizen Portal, and a mobile app.

### **4.6.1 Permitting and Planning Module**

SMARTGOV supports different permit and application types using pre-defined templates. During implementation, Paladin configures each template with the business rules unique to each application or permit type. Authorized City staff can modify templates as necessary to support changing and evolving processes.

SMARTGOV's Permit and Planning capabilities

- Centralizes permit and project data and monitor contractor license information
- Automates workflow and approval process
- Can define an unlimited number of permit and project types
- Provides collaboration internally between departments or with the customers
- Calculates fees automatically, including charges for late payments and NSF funds
- Reports by permit or project type
- Attaches notes, scanned images, and electronic files to a permit or project
- Manages special zoning and conditional requirements
- Assigns inspections based on geographical area, violation type, or inspector workload
- Integrates with existing GIS systems

**SMARTGOV** Paladin Data Systems

All Departments  **Workspace**

- Dashboard
- SMARTQueue
- Cycle List
- User To Do List
- Adhoc Reports
- Map
- Favorites
- Permitting
- Code Enforcement
- Licensing
- Recurring Inspections
- Common
- Receipts
- Administration
- Recent

**Permit Detail**

Main Details Parcels Structures Contacts Contractors Valuations Fixtures Fees Submittals Workflow Conditions Inspections Cycles Other Requirements Bonds Notes

**Current processing time is 72 days (in review 72 days)**

Project Name:  [Add Note](#)

Project Description:

Permit Number: SFR-ADD-2014-010 **Alerts** Applicant: FLAHERTY KENNETH L

Permit Type: SFR-ADD Primary Contact: FLAHERTY KENNETH L

Status: **COMPLETE** Primary Contractor: **1**

Process State: Technically Complete Last Activity: 08/13/2014

Parent Permit:  Last Inspection:

Assigned To: User  Submitted: 05/27/2014  Application is 150 days old

Fast Track:  Completed: 08/13/2014  14 of 14 submittals received.

Approved:  0 of 9 (0%) steps approved.

Ready:  50.00 paid (0%), \$55.50 due.

Issued:

Finalized:  0 of 12 inspections completed.

Closed:  50.00 deferred fees due.

Expires: 02/09/2015  Exp Override:

Site Address:

Site Address: 13611 MANOR WAY

Site City: LYNNWOOD

State: WA Zip Code: 98087-1901

Primary Parcel: 00373300100306 Inspection Area:

Zone:

[Save](#) [Reset](#) [Back](#) [Reports](#) [Audit](#) | [Change Permit Number](#) [Copy](#) | [Change Permit Type](#) [Cancel Permit](#)

## Code Enforcement

SMARTGOV supports the City's ability to protect the health and safety of citizens by automating the code enforcement management process. SMARTGOV allows the City to configure and define its workflow processes used to track and manage all activities associated with a complaint or code violations, facilitating a quicker rate of code compliance. Lastly, the SMARTGOV Citizen Access Portal allows citizens to report and track the status of a code enforcement case, anonymously if preferred.

SMARTGOV's Code Enforcement capabilities:

- Centralize case creation, tracking and management
- Track and manage unlimited case types
- Track and manage code violation activities and deadlines
- Identify contacts as parcel owner or violator
- Assign inspections based on geographical area, violation type, or inspector workload
- Track investigations, hearings, and legal actions
- Automatically calculate violation fines
- Make reports available by case type
- Attach notes, scanned images, and electronic files to a case at the detail level
- Create a permanent case history
- Access associated parcel activities
- View case resolution

The following image shows complaint cases in SMARTGOV:

Request List

Searching on: Status: CONVERTED

Search By [Icons] Create

Print

Records 1 to 15 of 166 First Prev 1 2 3 4 5 Next Last

Request #	Case #	Description	Location	Parcel #	Requested	Requester	Status	State	Status Date	Assigned To	Due Date
CC-2014-041	CC-2014-041	The neighbor has a dangerous pet anaconda and I'm afraid it will get out.	1313 Mockingbird Lane E	000000000000	10/17/2014 00:00	*****	CONVERTED	Converted	10/23/2014	Wmanchester	
CC-2014-040	CC-2014-040	These people have a junk car in their yard	11th and Main	000000000000	10/14/2014 00:00	*****	CONVERTED	Converted	10/17/2014	Wmanchester	
CC-2014-039	CC-2014-039	There is a junk car in the yard.	11th and Main	000000000000	10/14/2014 00:00	*****	CONVERTED	Converted	10/16/2014	Wmanchester	
CC-2014-038	CC-2014-038	The neighbor has a junk car in their yard and I know that is against the city ordinance.	11 th street NE and Main	000000000000	10/13/2014 00:00	Willie Manchester	CONVERTED	Converted	10/14/2014	Wmanchester	
CC-2014-037	CC-2014-037	Junk vehicle in front yard	near 1st and Slocumb		10/14/2014 00:00	*****	CONVERTED	Converted	10/24/2014	Wmanchester	
CC-2014-036	CC-2014-036	Neighbor is too loud	1 143RD ST SW		10/09/2014 00:00	*****	CONVERTED	Converted	10/20/2014	Wmanchester	
CC-2014-035	CC-2014-035	Small and very annoying dog ( is there any other	7 11 at corner	00373300100104	10/08/2014	*****	CONVERTED	Converted	10/24/2014	Wmanchester	

#### 4.6.2 Inspections, Tracking, and Scheduling

SMARTGOV's user-defined inspection types allow for different inspection checklists and common corrections to be associated with each inspection type. Each permit, project, or code enforcement case type is assigned the appropriate inspection type in the application type template module. This pre-populates each instance with appropriate inspections and task lists. All inspection records serve as a permanent digital record that can be sorted, queried, and accessed quickly and easily at any time. The following image shows a typical inspection page in SMARTGOV.

Inspection - Inspection

Current Inspection Actions Corrections Code References Previous Inspections

Inspection Type: B-ATTICS Primary Contact: WEST TIER DEVELOPMENT Department: BUILDING

Permit Number: SFR-1999030 Site Address: 1625 HIGHLAND TERRACE COURT Inspection Area:

Inspector: [Text Box] Travel: [Text Box] min Required Qualifications:

Inspection Date: 10/23/2014 Duration: [Text Box] min Start Time: [Text Box]

Inspection Status: AI Description: Awaiting Inspection State: Initial

Scheduling Comment: [Text Box]

Results Text: [Text Box]

Name	Description	Text	StdText	Status	Date	Corrections	Codes
00-0010	Access	[Text Box]		PENDING1	[Text Box]	[Icons]	[Icons]
00-0020	Ventilation	[Text Box]		PENDING1	[Text Box]	[Icons]	[Icons]
00-0030	Insulation	[Text Box]		PENDING1	[Text Box]	[Icons]	[Icons]
00-0040	Conditioned Attic Spaces	[Text Box]		PENDING1	[Text Box]	[Icons]	[Icons]

Save Close Mass Status Change

### 4.6.3 Workflow Automation

Each SMARTGOV module contains its own individual and configurable workflow process. The workflows from those permits or code enforcement feed user to-do lists, inspection schedules, building planning, or fire reviews associate to the individual responsible for completing those workflow actions/activities. Users can also monitor their own activities through workflow summaries.

SMARTGOV offers the potential for the City to enjoy completely paperless internal workflows for permitting, licensing, inspections, code enforcement, and plan review, while still allowing manually modifying documentation when needed. The City may still need to provide paper copies to constituents who do not have internet/computer/printer access.

SMARTGOV Workflow Automation will help the City of Calabasas:

- Automate workflows to comply with regulatory time lines, notifications, and record management in accordance with state retention requirements.
- Ability to modify workflow so that reviews, inspections, statuses, and notifications can be modified both automatically or manually based City's needs.
- Provide a customer service interface that will support automated creation of over-the-counter permits.  
Automatically issue overdue warnings and other automated notifications to contractors and other system users.

### 4.6.4 Citizen Portal

The SMARTGOV Citizen Portal provides simple, easy to use means for contractors and the public to apply for permits, review status, pay fees, and schedule inspections. The SMARTGOV portal integrates with the City's existing website via hyperlink, providing citizens with 24-hour online, on-demand access to land management services and information including online application submittal, complaint, and inquiry capabilities.

The City decides what information to make available to the public and which functions to activate, offering greater transparency and easy accessibility for citizens, while reducing operating costs through self-help services. Portal use also shortens the overall life cycles of permit, inspection, or code enforcement violation processes, resulting in increased customer satisfaction while conserving staff resources.

SMARTGOV's Citizen Portal allows public users to:

- Create user login accounts available via any Internet connection or mobile device
- Submit permit applications, including digital documents, digital plans, fee payments, and inspection requests
- View the status of permits, inspections, and violations



- Print reports and required forms
- Access fee information
- View year-to-date statistics
- Request applicable inspections for scheduling
- View daily and pending inspection schedules
- View and respond to digital plan mark-up and comments
- Review real-time plan check comments and inspection results

### **Secure On-Line Payment**

The SMARTGOV Citizen Portal can be configured to interact with various payment gateways to accept credit card transactions. Paladin created connectors to PCI-compliant payment service providers for handling online payments. These PCI-compliant providers have the infrastructure, business rules, and experience to handle security issues and concerns 24x7.

### **Adjustable Limited Access**

The Citizen Portal supports adjustable limited access by allowing the City to determine which content to publish online. An additional contractor-specific web portal transforms the Citizen Portal into a specialized Contractor Portal, accessible to outside users via login and password. The Contractor Portal allows building contractors to filter data specific to their own planning actions and perform specialized permit related functions.

### **Enhanced Citizen Services**

The Citizen Portal offers citizens the convenience of accessing government services and information via the Internet from home or office. Both City staff and public users save time and money by leveraging this SMARTGOV feature.

### **Configurable Solution**

The Citizen Portal adapts to meet the visual interface requirements of the City's existing website. The City defines which data and functionality to make available to the public.

### **Secure Access to Information**

Citizen Portal security prevents unauthorized access or modification of data. Paladin configures the portal to meet specific City security requirements, including control of the information displayed online.

## **4.6.5 Digital Plan Review and Digital Markup**

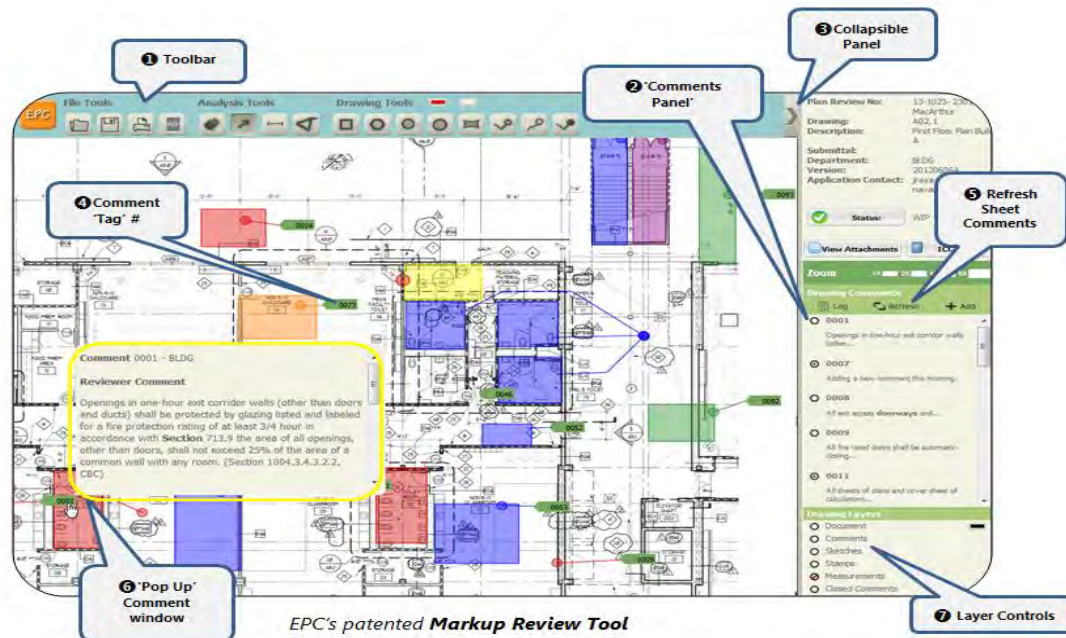
SMARTGOV offers a fully integrated digital plan review module that enables paperless processing of all plan review processes and reporting. The SMARTGOV Citizen Portal provides the means to submit digital plans and drawings online and distribute those documents to the appropriate City staff.

SMARTGOV Plan Review supports all workflow, task routing, approvals, and digital plan review functionality. All associated data is saved in a searchable database for full reporting capabilities. Key features of the electronic document review capabilities include:

- Workflow and task routing facilitate the plan review process
- Concurrent plan reviews by multiple users for reviewing plans simultaneously in real time

- Mark-up and comment on drawings online, which are available to customers via the Citizen Portal for review and deficiencies
- Attach code references to comments and automatically generate code reference/comment document to send to customer
- End users store frequently-used comments in the system for easy, efficient reuse
- Teams track drawing changes and revisions during multiple phases
- Drawing overlay and side-by-side comparison tools – reviewers to compare multiple versions of the same or entirely different drawings online
- Time stamping tracks all user-specific activities associated with a given application
- Records all plan review activities and data in a searchable database, enabling a full range of reporting and data retrieval.

The following diagram illustrates the Markup Review screen



#### 4.6.6 Integrations

SMARTGOV interfaces with numerous standard and custom connectors. The cost for customer connectors is an estimate and may require additional analysis to finalize pricing.

Standard Connectors:

- GIS Connector – Imports city-specific GIS data.
- Financial Connector - Sends data daily from SMARTGOV to the City's Eden financial system to reconcile financial transactions and ensure money is accounted for in the City's General Ledger.
- Parcel Connector – Imports parcel metadata from the primary parcel source database at the

County.

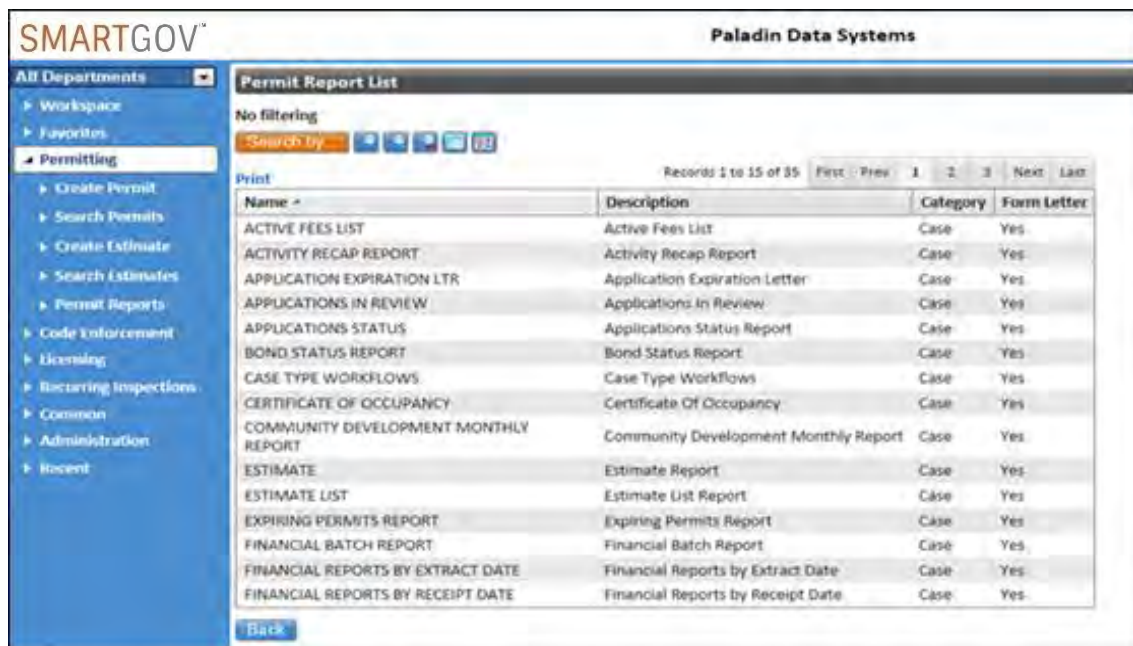
- Merchant Connector – Connects to the City’s payment gateway vendor enabling online credit card payment of application fees.
- ECM Laserfiche Connector – Connects SMARTGOV the City’s Laserfiche application.

The custom connectors include interfaces with the City’s Public Stuff, ATC 20, and CHIRD.

#### 4.6.7 Data Reporting


SMARTGOV offers the ability to query data and to develop custom reports based on any specification. SMARTGOV’s Standard Reports, Ad Hoc Reports, and On-Screen Search and Query modules provide extensive information access and reporting capabilities.

Standard Reports – Standard Reports provide users with an extensive library of formatted reports, form letters, and related output documents for managing the life cycle of permits and code enforcement cases.



Users simply select from the report list, e.g. a *Certificate of Occupancy*, *Applications Status*, or an *Inspection Checklist*, and print it on demand to the screen or as a hard copy.





CITY of CALABASAS

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**Certificate of Occupancy** **Permit Number : ADU-2010-001**

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This certificate issued pursuant to the requirements of Section 110 of the 2006 International Building Code Certifying that at time of issuance this structure was in compliance with the various Ordinances of the City regulating building construction or use For the following:

**Site Address :** 11804 W 59TH AVE MUKILTEO

**Owner :** FORD ELBERT S C & JOANNE H  
11804 59TH AVE W  
MUKILTEO, WA 98275

**Tenant :**

**Special Conditions:**

**Accessory Dwelling Unit:**

Occupancy Group : /  
Occupancy Load:  
Construction:  
Square Footage:  
Code Edition:  
Zoning:

---

Fire Marshal Building Official Date Issued

**Ad Hoc Reports:** SMARTGOV integrates with Exago, a third party reporting tool. Exago's business intelligence suite provides the most benefit for the City by enabling it to internally develop rich reports with ease. Four distinct report designers can be enabled in any combination to accommodate end users with different levels of expertise. These designers include:

- Express Reports - end users can easily build and format basic tabular reports with this simplified field-chooser and preview pane.
- Standard Reports - a familiar, Excel-like design grid with access to advanced functionality like Charts, Maps, the Formula Editor and Conditional Formatting.
- Crosstab Reports - an intuitive Crosstab Wizard simplifies the process of creating complex tables with summary results grouped in both rows and columns.
- Dashboard Designer for end users - end users can design, format and save their own dashboards with multiple reports, charts, maps, text, hyperlinks, and images, and specify default dashboards to execute automatically when launched.



With these report designers, the City would enjoy a broad spectrum of reporting and true business intelligence to better understand, collaborate and communicate City information.

Some examples include:



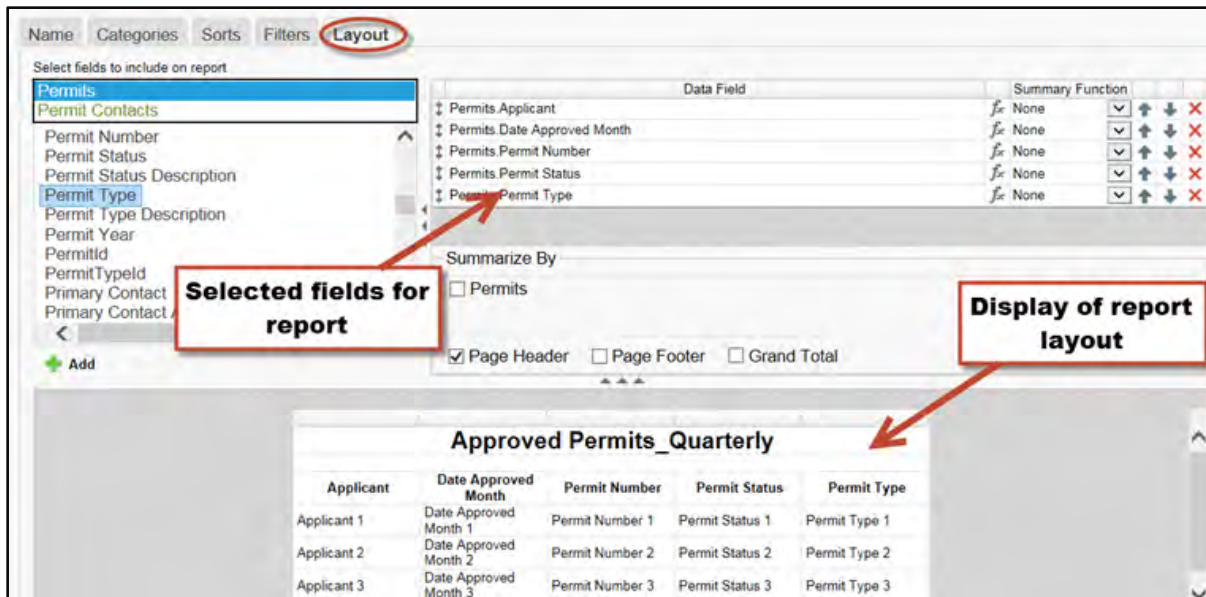
- Charting and graphing that provides users with a wide variety of animated visualizations to choose from and a Chart Wizard walks users through setup.
- Geographical maps that make it easy for end users to visualize their data in five dimensions on geographical maps.
- Linked reports and drilldowns that link together an unlimited number of charts and tabular reports in any order to drill down, drill up, drill sideways or drill through data.
- Pixel-perfect templates that automates the process of merging data onto highly formatted PDF, RTF and Excel templates like government forms and reports.
- Automated Report Scheduler so reports can be scheduled for automatic emailing or archiving. All parameters such as time periods, recurrence and recipients can be set in the Report Scheduler.

- User-defined formulas so users can key their own formulas directly into cells or choose from the comprehensive set of pre-defined functions available in the Formula Editor. New functions can also be created and included in the Formula Editor menu.
- Mobile device support provides 100% browser-based support for iPad, iPhone and Android mobile devices.

PDF, RTF, Excel, HTML, CSV report output; simply select the desired format from a dropdown menu. HTML reports can be searched and navigated within an HTML viewer.

As the project implementation progresses, Paladin will constantly look for practical and meaningful ways to improve its reporting solution to meets the needs of the City and its users.

Below is an example of the Ad Hoc report builder:



On-Screen Queries – On-Screen Queries can be performed throughout SMARTGOV by using the integrated search tool. Staff will use this tool daily to find and process permits, licenses, and code enforcement cases. Filter definitions, columns displayed, and screen queries can be named, configured, and saved for future use. On-Screen Queries can also be printed or saved for future access.

**User To Do List**

Searching on: Type: Permitting; Inspection Due Date: > 03/01/2011

Select User or Group: ALL Show Past-Due Show Almost-Due Show Others

Sel	Type	Case Nbr	Task	Status	Status Date	Due Date
<input type="checkbox"/>	Permitting	SPR-2009-005	PC FILE CLOSEOUT	NOTIFY	02/16/2011	03/16/2011
<input type="checkbox"/>	Permitting	ALARM-2010-001	PC FILE CLOSEOUT	NOTIFY	02/17/2011	03/17/2011
<input type="checkbox"/>	Inspection	COMM-2010-005	B-FINAL BUILDING	AI	12/14/2011	12/15/2011

Reassign Selected Records Select All Deselect All

#### 4.6.8 Financial Transactions

The SMARTGOV financial transaction system simplifies and centralizes cash receipting and distribution processes related to permits, planning actions, code enforcement actions, and inspections. The City defines fee types and rates; these drive the valuation calculator feature when creating invoices and receiving payments. Users can assess, invoice, and receive full or partial payments, refund overpayments, or view transaction history. This transaction-based component enables tracking of Fund/GL accounts, allowing for integration with any Financial Management Systems (FMS). SMARTGOV has full cashing capability (including receipts), which allows for payments in person or online, and is fully auditable.

The following example is of an administration screen for a specific code fee:

**Fee Code Detail**

Fee Code: BUILDING PLAN REVIEW Active:

Description: Building Plan Review

Fee Category: Permitting Based On: SubmittedDate

Portal Payment State: Ready To Issue

---

**Fee Code Versions**

Date Range: 01/01/1980 -

Begin Date: 01/01/1980

FMS/GL Account: 011.345.830.00

Calculator: VALUATION

Rounding Option: Round

Minimum Charge:  Prompt: Plan Checking Fees

Maximum Charge:  Based On Prompt: Valuation

Exemption Allowed:  Deferral Allowed:  Taxable:  Tax Fee:  FastTrack Fee increase by: %

---

**Component Rates**

	Rate Group	Low Value	High Value	Base Amt.	Base Qty.	Per Qty.	Unit Amt.	Multiplier	FMS/GL Account
<input type="checkbox"/>	<input type="text"/>	1.00	500.00	26.30	0.00	1.00	0.00000	0.65000	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	500.01	2000.00	26.30	500.00	100.00	3.40000	0.65000	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	2000.01	25000.00	77.30	2000.00	1000.00	15.60000	0.65000	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	25000.01	50000.00	436.10	25000.00	1000.00	12.90000	0.65000	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	50000.01	100000.00	758.60	50000.00	1000.00	9.05000	0.65000	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	100000.01	500000.00	1211.10	100000.00	1000.00	7.20000	0.65000	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	500000.01	1000000.00	4091.10	500000.00	1000.00	6.10000	0.65000	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	1000000.01	999999999999	7141.10	1000000.00	1000.00	4.70000	0.65000	<input type="text"/>

#### 4.6.9 Mobile Devices

SMARTGOV meets the requirements to support City Field Staff using smart phones, tablets, notebooks, laptops, or other devices with Internet access. The full version can be used as part of the basic subscription.

SMARTGOV also has a comprehensive mobile app to support the work of code enforcement officers and inspectors in the field. SMARTGOV Mobile works on line or off line and is compatible with Android and iOS.

#### 4.6.10 GIS Module

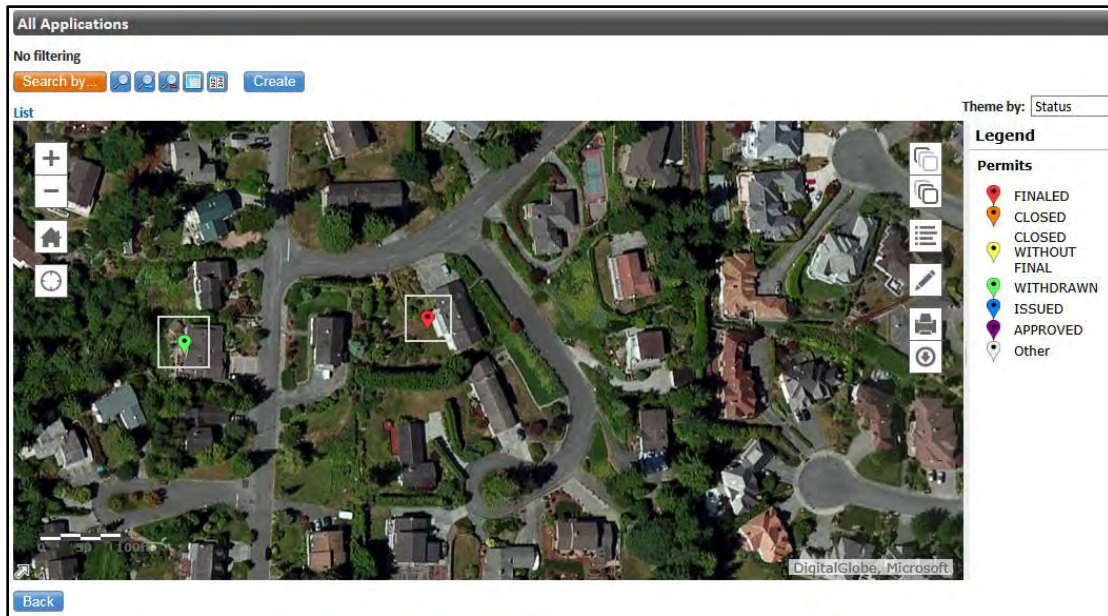
SMARTGOV's integrated GIS Browser enables spatial visualization of any number of GIS layers along with permits, projects, inspection, and code enforcement



cases. Standard ESRI base maps are included with SMARTGOV, and other layers may be easily added. SMARTGOV also allows users to:

- Display inspection search results as a point on a map
- Display code enforcement actions as a point on a map
- Initiate new cases (permit, inspection, code enforcement action) starting from a map
- Navigate to existing cases in SMARTGOV starting from a map

The following image shows points on a GIS map in SMARTGOV:

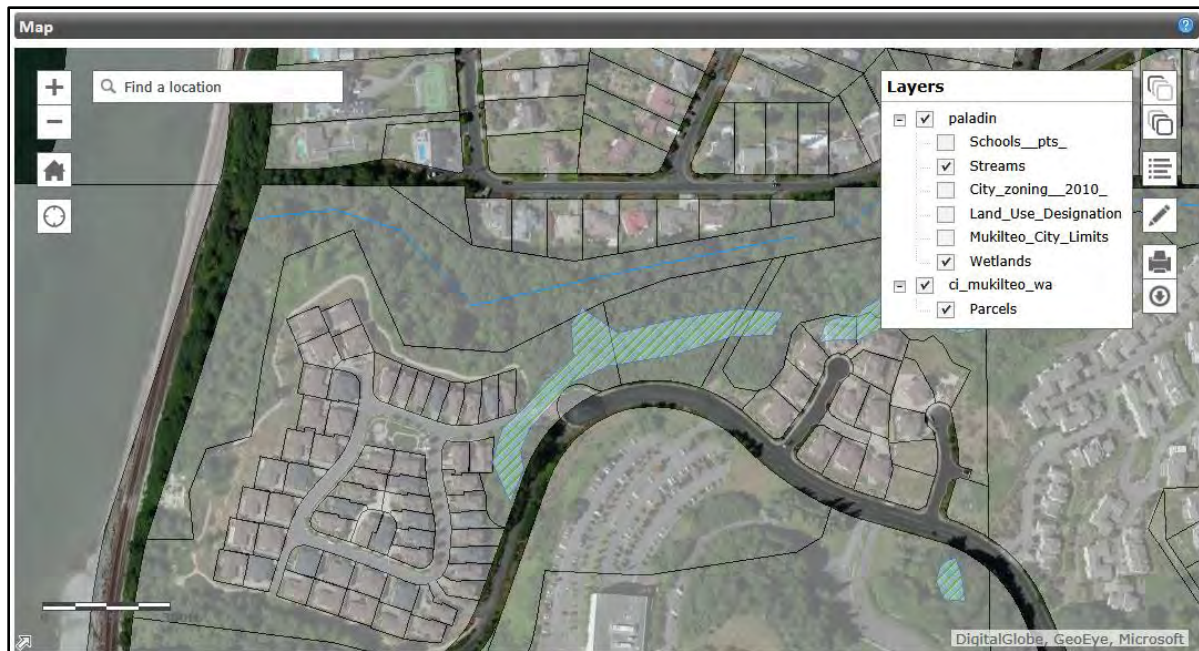


### ***Additional GIS Layers***

SMARTGOV's integrated GIS browser and viewer is compatible with all GIS platforms and utilizes web services, when available, to access the City's own GIS data and display it in SMARTGOV.

Any GIS layer available can be displayed in conjunction with the standard base maps included as part of SMARTGOV's core feature set.

The following image shows two additional layers displayed:



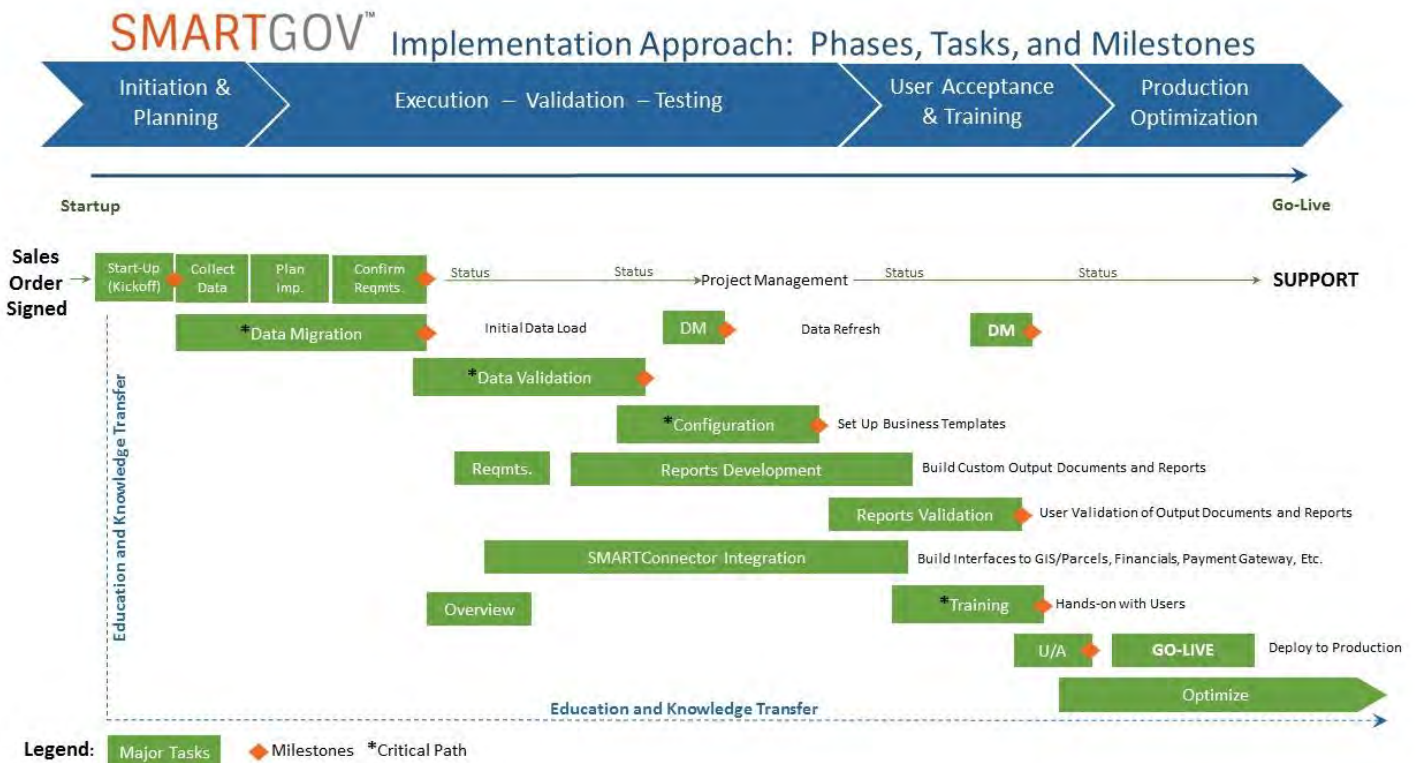
## 4.7 GIS Integration with Digital Map

Paladin has a working relationship with Digital Map who support other SMARTGOV customers. SMARTGOV can access and view geospatial layers managed and published by Digital Map through a restful end point or API interface. The API allows the SMARTGOV map viewer to turn on or off any layer associated with the end point.

## 5. Implementation Time Frame

Paladin estimates between four and eight months to complete the City's implementation. Data conversion commences at the start of the project and continues throughout implementation.

The diagram on the following page depicts a typical SMARTGOV Implementation Schedule. As with any such project, there are a number of variables. During Phase 1 of the Project Implementation, the SMARTGOV implementation team and the City's project team collaboratively develop the project schedule to ensure a quality delivery while minimizing impact on the City's operations.



**“EXHIBIT B”**

Paladin Data Systems Corporation Master SaaS Subscription and Professional Services Agreement,

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**Paladin Data Systems Corporation  
Master SaaS Subscription and Professional Services Agreement**

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THIS MASTER SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT ("Agreement") GOVERNS YOUR ACQUISITION AND USE OF OUR SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES. BY EXECUTING A SALES ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SaaS SUBSCRIPTION OR THE PROFESSIONAL SERVICES.

You may not access the SaaS Subscription if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the SaaS Subscription for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date of Your acceptance of the Sales Order ("**Effective Date**").

**1. DEFINITIONS** IN addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

1.1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.3. "**Non-SaaS Subscription Applications**" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the SaaS Subscription.

1.4. "**Party or Parties**" means either We, Us, or Our, as well as You or Your individually or collectively.

1.5. "**Personally Identifiable Information**" means information about a person that contains some unique identifier, including but not limited to name or Social Security Number, from which the identity of the person can be determined. In OMB M-06-19 (July 12, 2006), "the term Personally Identifiable Information means any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history or certification, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual."

1.6. "**Professional Services**" means the labor or time and materials work that You or Your Affiliates purchase under a Sales Order.

1.7. "**SaaS Subscription**" means the software as a service ("**SaaS**") products ordered by You on a Sales Order and made available by Us online via the customer login link and/or other web pages designated by Us, including associated offline components, as described in the User Guide. SaaS Subscription excludes Non-SaaS Subscription Applications.

1.8. "**Sales Order**" means the documents for placing orders, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements. By entering into a Sales Order, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party. Sales Orders will be deemed incorporated herein by reference.

1.9. "**Start Date**" means the date in which the SaaS Subscription fee commences.

1.10. "**Subscription Term**" means the twelve months from the Start Date and thereafter Subscription Term is a twelve-month term.

1.11. "**Third Party**" means any entity or individual other than We, Us, or Our, as well as You or Your.

1.12. "**Training Record**" means a record of a person within ASMi that has training information being managed. This training information data includes but is not limited to task lists, accreditations, lectures, On the Job Training, courses, medical certifications, or online training.

1.13. "**User Guide**" means the online user guide for the SaaS Subscription, accessible via login, as updated from time to time.

Professional Services Agreement  
(City of Calabasas / Paladin Data Systems Corporation)

1.14. **"Users"** means individuals who are authorized by You to use the SaaS Subscription, for whom subscriptions have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include, but are not limited to Your employees, consultants, contractors and agents, and any Third Party with which You transact business.

1.15. **"We," "Us" or "Our"** means Paladin Data Systems Corporation described in Section 14.1 (Contracting Seller, Notices, Governing Law and Jurisdiction).

1.16. **"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity.

1.17. **"Your Data"** means all electronic data or information owned by Your company or other legal entity and submitted by You to the SaaS Subscription.

## 2. SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES

2.1. **Provision of SaaS Subscription.** We will make the SaaS Subscription available to You pursuant to this Agreement and the relevant Sales Order during a Subscription Term. You agree that Your purchases are not contingent on the delivery of any future functionality or features, and not dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. **SaaS Subscriptions.** As specified in the Sales Order, (i) the SaaS Subscription is purchased as either Training Record or User subscriptions, (ii) additional Training Record or User subscriptions may be added during the Subscription Term at the same pricing as the pre-existing subscriptions, prorated for the remainder of the Subscription Term in effect at the time the additional Training Record or User subscriptions are added, and (iii) the added Training Record or User subscriptions will terminate on the same date as the pre-existing subscriptions.

2.3. **Provision of Professional Services.** We will provide to You the Professional Services specified on the applicable Sales Order. The Professional Services are cost estimates based on time and materials work for Your budgeting and Our resource scheduling purposes. If the estimate is exceeded, We will continue to provide the Professional Services on a time and materials basis if a new Sales Order or purchase order for continuation of the Professional Services is signed by the Parties.

## 3. USE OF THE SaaS SUBSCRIPTION

3.1. **Our Responsibilities.** We will: (i) provide Our basic support for the SaaS Subscription to You at no additional charge (ii) use commercially reasonable efforts to make the SaaS Subscription available and (iii) We will provide You access to Your Data via a data extract process that enables You to download a current copy of Your Data upon request.

3.2. **Your Responsibilities.** You will (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Subscription, and notify Us promptly of any such unauthorized access or use, and (iv) use the SaaS Subscription only in accordance with the User Guide and applicable laws and government regulations, (v) validate for correctness all output and reports and (vi) have sole responsibility for downloading and storing data extract files You have requested, (vii) You will NOT (a) make the SaaS Subscription available to anyone other than Users, (b) sell, resell, rent or lease the SaaS Subscription to any Third Party, (c) use the SaaS Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights, (d) use the SaaS Subscription to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the SaaS Subscription or Third Party data contained therein, or (f) attempt to gain unauthorized access to the SaaS Subscription or their related systems or networks; (viii) If You store Personally Identifiable Information, then You will maintain, at Your expense, in effect an insurance policy which will cover all Your costs, including damages You are obligated to pay any Third Party, which are associated with any Security Breach or loss of personal data, regardless of cause (including, without limitation, Your negligence or gross negligence and unlawful Third Party acts). Costs to be covered by this insurance policy will include without limitation: (a) costs to notify individuals whose personal data was lost or compromised; (b) costs to provide credit monitoring (or similar data protection services) and credit restoration services to individuals whose personal data was lost or compromised; (c) costs associated with Third Party claims arising from the Security Breach or loss of personal data, including litigation costs and settlement costs; and (d) any investigation, enforcement or similar miscellaneous costs. Such insurance will provide coverage for up to \$1,000,000.00 (one million dollars). For the purposes of this section, "Security Breach" means (1) the failure by You to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by You of: (a) personal data in any format or (b) Third Party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of Your privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any

other act, error, or omission by You in Your capacity as such which is reasonably likely to result in the unauthorized disclosure of personal data (or a reasonable belief there has been an unauthorized disclosure).

#### 4. NON-SaaS Subscription PROVIDERS

4.1. **Acquisition of Non-SaaS Subscription Products.** We or a Third Party may from time to time make available to You, Third Party products or services, including but not limited to Non-SaaS Subscription Applications and implementation, customization and other consulting services. Any acquisition by You of Non-SaaS Subscription products or services, and any exchange of data between You and any Non-SaaS Subscription provider, is solely between You and the applicable Non-SaaS Subscription provider. We do not warrant or support Non-SaaS Subscription products or services, except as specified in a Sales Order. Subject to Section 4.3 (Integration with Non-SaaS Subscription Applications), purchase of Non-SaaS Subscription products is not required to use the SaaS Subscription except for a supported computing device, operating system, web browser and Internet connection.

4.2. **Non-SaaS Subscription Applications and Your Data.** If You install or enable Non-SaaS Subscription Applications for use with SaaS Subscription, You acknowledge that We may allow providers of those Non-SaaS Subscription Applications to access Your Data as required for the interoperation of such Non-SaaS Subscription Applications with the SaaS Subscription. We will not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-SaaS Subscription Application providers. The SaaS Subscription will allow You to restrict such access by restricting Users from installing or enabling such Non-SaaS Subscription Applications for use with the SaaS Subscription.

4.3. **Integration with Non-SaaS Subscription Applications.** The SaaS Subscription may contain features designed to operate with Non-SaaS Subscription Applications. To use such features, You may be required to obtain access to such Non-SaaS Subscription Applications from their providers. If the provider of any Non-SaaS Subscription Application ceases to make the Non-SaaS Subscription Application available for operation with the corresponding SaaS Subscription features on reasonable terms, We may cease providing such SaaS Subscription features without entitling You to any refund, credit, or other compensation.

#### 5. FEES AND PAYMENT

5.1. **Fees.** You will pay all fees specified in all Sales Orders. Except as otherwise specified herein or in a Sales Order, (i) fees are based on the SaaS Subscription and/or Professional Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of Training Record or User subscriptions purchased cannot be decreased during the Subscription Term. Training Record or User subscription fees are based on the Subscription Term and each Subscription Term anniversary; therefore, fees for Training Record or User subscriptions added in the middle of a Subscription Term will be charged a prorated amount for the remaining Subscription Term.

(a) If We determine, based on electronic monitoring of Your Training Record or User subscriptions, the actual number of either Training Record or User subscriptions exceeds the number licensed on a Sales Order, We reserve the right to amend the Sales Order for successive Renewal Terms to increase the number of either Training Record or User subscriptions and the fees.

(b) Professional Service fees do not include travel, lodging or other expenses incurred by Us unless specified on the Sales Order. You will reimburse Us for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the services rendered by Us to You. Lodging costs shall not exceed the applicable federal government General Services Rate for hotels and other lodging facilities by more than twenty percent.

5.2. **Invoicing and Payment.** We will invoice You in advance for SaaS Subscription in accordance with the relevant Sales Order. We will invoice You monthly for Professional Services in accordance with the relevant Sales Order. Unless otherwise stated in the Sales Order, invoiced charges are due net 30 days from the invoice date. We agree that Your obligation to pay any amount invoiced under this Agreement or the Professional Services Agreement shall be suspended for any period of time during which We fail to maintain current certificates of insurance or other adequate proof of current insurance, which may include a letter from Our insurance carrier, on file with You proving that We have sufficient insurance to meet the insurance coverage requirements of Section 11 of the Professional Services Agreement. Upon correction of such failure, You will pay amounts invoiced that are in accord with the terms of this Agreement within 30 days if We are not in default under this Agreement.

5.3. **Overdue Payments.** If any payments are not received by the due date, then at Our discretion, (a) such overdue payments may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Sales Orders on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. **Suspension of SaaS Subscription or Professional Services.** If any amount owing by You under any agreement is 30 days' overdue, and only after 30 days written notice and expiration of a thirty day cure period, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Our SaaS Subscription or Professional Services to You until such amounts are paid in full.

5.5. **Payment Disputes.** We will not exercise Our rights under Section 5.3 (Overdue Payments) or 5.4 (Suspension of SaaS Subscription or Professional Services) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount will be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable based on Our income, property and employees.

5.7. **Fee Adjustments.** As provided in this section and in Section 3.2 of the Professional Services Agreement, all fees shall be fixed for an initial three-year period after the Start Date and thereafter may annually increase based on the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside Orange County Area for the 12-month period preceding each Subscription Term.

## 6. PROPRIETARY RIGHTS

6.1. **Reservation of Rights in SaaS Subscription.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the SaaS Subscription, including all related intellectual property and trademark rights. No rights are granted to You other than as expressly set forth herein.

6.2. **Restrictions.** You will not (i) permit any Third Party to access the SaaS Subscription except as permitted herein or in a Sales Order, (ii) create derivative works based on the SaaS Subscription, (iii) copy, frame or mirror any part or content of the SaaS Subscription, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer, decompile or otherwise attempt to derive source code, or (v) access the SaaS Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the SaaS Subscription.

6.3. **Ownership.** We retain sole and exclusive ownership of, and all right, title and interest in and to the SaaS Subscription, the documentation User Guide, any modifications and all suggestions, ideas, improvements, feedback, evaluation materials, presentations, designs, technology, inventions, know-how, works of authorship, software, specifications, and other materials, information and any other intellectual property made, developed, conceived or reduced to practice by Us (whether alone, or jointly with You) in the performance of this Agreement.

6.4. **Your Applications and Code.** If You, a Third Party acting on Your behalf, or a User creates applications or program code using the SaaS Subscription, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the SaaS Subscription in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.5. **Your Data.** Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. You grant to Us a non-exclusive license to use Your Data for the purposes of performing Our obligations under this Agreement.

6.6. **Our Protection of Your Data.** We receive no ownership rights in Your Data. We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We will not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the SaaS Subscription or Professional Services and prevent or address service or technical problems, or except at Your request in connection with customer support matters.

6.7. **Report Writer Software.** You acknowledge the SaaS Subscription service may utilize ad hoc report writer software ("**Ad Hoc**") under a license granted to Us by a Third Party, which licenses Us the right to sublicense the use of the Ad Hoc as part of the Service to You. Such sublicense is nonexclusive and solely for Your internal use and You may not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. You further acknowledge the Ad Hoc licensing Third Party retains all right, title, and interest to the Ad Hoc and all documentation related to the Ad Hoc. All confidential or proprietary information of Ad Hoc licensing Third Party is Confidential Information under the terms of this Agreement.

## 7. CONFIDENTIALITY

7.1. **Definition of Confidential Information.** "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include, but not be limited to Your Data; Our Confidential Information will include, but not be limited to the SaaS Subscription; and Confidential Information of each Party will include the terms and conditions of this Agreement and all Sales Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. **Protection of Confidential Information.** The Receiving Party (i) will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (ii) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, will limit access to Confidential Information of the Disclosing Party to its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

7.3. **Compelled Disclosure.** Notwithstanding any language in this Agreement to the contrary, any disclosure required by You of any information or records obtained by You under or in connection with this Agreement, whether or not defined as Confidential Information, under the provisions of, and as determined necessary by the Calabasas City Clerk in her sole judgment to comply with, the California Public Records Act, Government Code section 6250, et seq., is not a breach of this Agreement. If the Receiving Party is required to disclose any Confidential Information of the other by law, regulation or governmental authority, including the California Public Records Act, the Receiving Party will provide reasonable notice to Disclosing Party of such required disclosure and the opportunity for Disclosing Party to secure a protective order or other court order preventing or limiting disclosure. If a protective order or other remedy is not obtained by Disclosing Party, then the Receiving Party may disclose such Confidential Information as necessary for compliance with the applicable law, regulation or governmental authority, as determined necessary in the sole judgment of the Calabasas City Clerk. Notwithstanding such disclosure, such information will remain Confidential Information and subject to the requirements of this Section, except as provided by applicable law, including Government Code section 6254.5.

## 8. WARRANTIES AND DISCLAIMERS FOR SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES

8.1. **Our Warranties for SaaS Subscription.** We warrant that (i) We have the legal power to enter into this Agreement, (ii) the SaaS Subscription will perform materially in accordance with the User Guide, (iii) subject to Section 4.3 (Integration with Non- SaaS Subscription Applications), the functionality of the SaaS Subscription will not be materially decreased during a Subscription Term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the SaaS Subscription and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy will be as provided in Sections 11, 13 (Termination) and Section 13.7 (Refund or Payment upon Termination) below.

8.2. **Our Warranties for Professional Services.** We warrant the Professional Services will be performed consistent with generally accepted industry standards. We further warrant that this Software is fit for Your permit tracking and reporting processes needed by your Building and Safety Division, Planning Division, Code Enforcement Section, Public Works Department, and Finance Departments, as described in our Revised January 23, 2018 Cost Proposal.

8.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. LIMITATION ON WARRANTIES FOR PROFESSIONAL SERVICES

YOU MUST REPORT ANY DEFICIENCIES IN THE PROFESSIONAL SERVICES TO US IN WRITING WITHIN THIRTY (30) DAYS OF COMPLETION OF THE PROFESSIONAL SERVICES IN ORDER TO RECEIVE WARRANTY REMEDIES. THE WARRANTY HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES,

WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **10. EXCLUSIVE REMEDY FOR PROFESSIONAL SERVICES**

For any breach of the above warranty, Your exclusive remedy will be the re-performance of the Professional Services. If We are unable to re-perform the Professional Services as warranted, You will be entitled to recover the fees paid to Us for the deficient services. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM ANY PROFESSIONAL SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST PROFITS OR OTHER ECONOMIC DAMAGES.

#### **11. LIMITATION OF LIABILITY**

**11.1. Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED ONE MILLION DOLLARS (\$1,000,000) that is provided and insurable under the insurance policy. THE FOREGOING WILL NOT INCREASE OR LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT). WE EXPRESSLY AGREE THAT OUR OBLIGATION TO INDEMNIFY YOU UNDER THIS AGREEMENT IS LIMITED TO ONE MILLION DOLLARS (\$1,000,000) that is provided and insurable under the insurance policy.

**11.2. Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**11.3. OUR INDEMNITY OF YOU.** To the fullest extent permitted by law, We agree to indemnify, hold harmless, and defend You, your officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, consequential or otherwise, and injury to any property arising out of or in connection with Our alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Us or any of Our officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Us or Our subcontractors, in the performance of this Agreement or Our failure to comply with any of Our obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of You. Such costs and expenses shall include reasonable attorneys' fees due to counsel of Your choice, expert fees and all other expenses of litigation. We shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that we are adjudicated to have been non-negligent. You agree that Our indemnity obligation under this Agreement shall be limited to One Million Dollars (\$1,000,000).

#### **12. TERM AND TERMINATION FOR PROFESSIONAL SERVICES**

Professional Services will commence on the date specified on the applicable Sales Order. Either Party may terminate Professional Services any time by providing the other Party with at least 14 days' written notice. Any Professional Services outstanding at the time of termination will continue to be covered by this Agreement as if it had not been terminated.

#### **13. TERM AND TERMINATION FOR SaaS SUBSCRIPTION**

**13.1. Term of Agreement.** This Agreement commences on the date You accept it and continues until all Training Record or User subscriptions have expired or been terminated.

**13.2. Term of Purchased Training Record or User Subscriptions.** Training Record or User subscriptions purchased by You commence on the Start Date specified in the applicable Sales Order and continue for the Subscription Term specified. Except as otherwise specified in the applicable Sales Order, all Training Record or User subscriptions will automatically renew for additional periods equal to the expiring one-year Subscription Term, unless either Party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Term. The pricing during any such renewal term will be the same as the prior term unless We have given You written notice of a pricing increase at least 180 days before the end of such prior term, in which case the pricing increase will be effective upon renewal and thereafter.

Professional Services Agreement  
(City of Calabasas / Paladin Data Systems Corporation)

13.3. **Stop in SaaS Subscription.** Upon 180 days' prior written notice, We may terminate provision of the SaaS Subscription as a hosted offering. We will export and return Your Data to You via digital media, in an industry standard format for maximum use and transferability, at Our expense. We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of stop in SaaS Subscription.

13.4. **Termination for Any Reason.** After the expiration of the first three years of this Agreement, A Party may terminate this Agreement for any reason, whether or not for cause, on thirty days' written notice to the other Party.

13.5. **Termination for Cause.** A Party may terminate this Agreement for cause: (i) upon 30 days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, We may terminate this Agreement if You fail to make any payment due hereunder within 30 days after receiving written notice from Us that such payment is delinquent.

13.6. **Effect of Termination.** Upon termination for any reason and after expiration of the thirty day notice period, (a) all licenses granted will automatically and immediately terminate, and We may immediately disable and discontinue Your access to and use of the SaaS Subscription without further notice to You, (b) You will promptly return to Us all Documentation and all information and materials that You have acquired pertaining to the SaaS Subscription and any other Confidential Information of Ours. Within 30 days of the notice of such termination, We will export all Your Data then-stored in the Service and ship the information to You in a digital format, in an industry standard format for maximum use and transferability .

13.7. **Refund or Payment upon Termination.** Upon any termination by You for cause, We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination by Us for cause, You will pay any unpaid fees covering the remainder of the term of all Sales Orders after the effective date of termination. In no event will any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

13.8. **Return of Your Data.** Within 30 days after the effective date of any termination of SaaS Subscription and upon request by You, We will make available to You for download a file of Your Data. After such 30-day period, We will ship Your Data to You in a digital format, in an industry standard format for maximum use and transferability, then We will have no obligation to maintain or provide any of Your Data and will thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

13.9. **Surviving Provisions.** Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 11 (Limitation of Liability), 13.6 (Refund or Payment upon Termination), 13.8 (Return of Your Data), 14 (Contracting Seller, Notices, Governing Law and Jurisdiction) and 15 (General Provisions) will survive any termination or expiration of this Agreement.

#### 14. CONTRACTINGSELLER, NOTICES, GOVERNING LAW AND JURISDICTION

14.1. **Seller:** Paladin Data Systems Corporation, a Washington corporation.

14.2. **Address Notices to:** 19362 Powder Hill Pl. NW, Poulsbo, WA 98370, Attn: Contracts

14.3. **Governing Law.** Washington and controlling United States federal law

14.4. **Exclusive Court Jurisdiction.** Kitsap County, Washington

14.5. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email will not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant SaaS Subscription system administrator designated by You.

14.6. **Agreement to Governing Law and Jurisdiction.** Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

14.7. **Waiver of Jury Trial.** Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

#### 15. GENERAL PROVISIONS

15.1. **Amendment; No Waiver.** Except as otherwise expressly provided herein, this Agreement may not be amended or modified and the observance of any provision of this Agreement may not be waived except with the written consent of the Parties. No failure by either Party to enforce any rights hereunder will constitute a waiver of such right then or in the future or any other right or remedy hereunder. To the extent the terms and conditions of

Professional Services Agreement  
(City of Calabasas / Paladin Data Systems Corporation)

any Exhibit, attachment, purchase order, invoice, proposal or response to request for proposal, conflict with or are inconsistent with this Agreement, the terms and conditions of this Agreement will control and no such conflicting terms will be deemed as a waiver or amendment of this Agreement.

15.2. **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us.

15.3. **Assignment; Binding Effect.** This Agreement may not be transferred or assigned by either Party without the express written consent of the other, which will not be unreasonably withheld or delayed, except that either Party may, without the consent of the other Party, assign this Agreement in its entirety to a parent, subsidiary or affiliate of such Party or an acquirer of more than 50% of the assigning Party's outstanding voting capital stock or to a purchaser of all or substantially all of the assigning Party's assets. Notwithstanding the foregoing or any other provision of this Agreement, You may not assign, sublicense, delegate or transfer this Agreement or any of its rights or obligations under this Agreement to any competitor of Ours. Any purported transfer or assignment in contravention of this Section will be null and void. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

15.4. **Basis of Bargain.** The Parties acknowledge that they have entered into this Agreement in reliance upon the disclaimers of warranties and limitations of liability and damages as set forth in this Agreement, and that such provisions form an essential basis of the bargain between the Parties and do not cause this Agreement, or the remedies available hereunder, to fail of its or their essential purpose.

15.5. **Counterparts.** This Agreement may be executed in any number of English language counterparts or duplicate originals, and each such counterpart or duplicate original will constitute an original instrument, but all such separate counterparts or duplicate originals will constitute one and the same instrument.

15.6. **Entire Agreement.** This Agreement, including the Exhibits attached, constitutes the entire Agreement of the Parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Agreement.

15.7. **Export Compliance.** The SaaS Subscription, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. You will not permit Users to access or use SaaS Subscription in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

15.8. **Force Majeure.** Except with respect to payment obligations, neither Party will be liable for any failure of performance or equipment due to causes beyond such Party's reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

15.9. **Headings and Interpretation.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. The words "include," "includes," and "including" when used in this Agreement will be treated in each case as followed by the words "without limitation."

15.10. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15.11. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

15.12. **Insurance and Risk of Loss.** You bear all responsibility for damages to Your equipment and facilities.

15.13. **Cooperative Use.** With Your approval, the market research conducted by You during Your selection process for SMARTGOV SaaS and associated services may be extended for use by other jurisdictions, municipalities, and government agencies of Your state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.



## **NON-COLLUSION DECLARATION**

TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is **not** made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signatory



*CITY of* CALABASAS

**CITY OF CALABASAS REQUEST FOR QUALIFICATIONS  
FOR  
PERMIT TRACKING AND REPORTING SOFTWARE**

**Received:**

**Accela**

**Citienserve**

**CityView**

**Edgesoft Inc.**

**Magnet**

**MaintStar**

**SmartGov**

**Sungard Public Sector**

**The Davenport Group USA Ltd**

**True Point Solutions**

**Tyler Technologies**

**View Point Cloud**





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** MARCH 5, 2018

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY M. COROALLES, CITY MANAGER   
JOHN BINGHAM, ADMINISTRATIVE SERVICES MANAGER 

**SUBJECT:** APPROVAL OF PART-TIME BUILDING INSPECTOR ASSISTANT AND PLANNING AIDE POSITIONS IN THE COMMUNITY DEVELOPMENT DEPARTMENT

**MEETING**

**DATE:** MARCH 14, 2018

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**SUMMARY RECOMMENDATION:**

That the City Council approve the addition of the part-time positions Building Inspector Assistant and Planning Aide in the Community Development Department.

**DISCUSSION/ANALYSIS:**

Recently it has become increasingly difficult to hire qualified Building Inspectors and so to address this need the Community Development has recommended the City create a Building Inspector Assistant title to serve as a part-time entry level apprentice/trainee type employee. The recent departure of a seasoned contact Building Inspector has made the need for this type of position and program even more necessary.

Prospective candidates for this new position would need a background in a construction trade to receive on-the-job training from a qualified City of Calabasas Building Inspector and complete at least 12 hours of International Code Council or California Building Official seminars during their first year of employment. At the completion of the requirements of the apprenticeship the employee would be eligible to compete for a part-time Building Inspector position and have an

understanding of the procedures and perspectives unique to Calabasas. This new position would be beneficial for both the employee and the City.

The new position of Planning Aide will also fill a void in the Community Development Department. This new title would be in lieu of an Internship position currently allocated to the Planning Division and will provide research and similar supportive duties in assisting professional planning personnel in the preparation of reports, studies, surveys and plans. Due to staff attrition and reductions over the past years there is a need for additional assistance with the City's development application review process, help at the public counter, technical support, implementation of the geographic information system (GIS) and the enhancement of the department's record keeping system. This entry-level part-time position would greater ease the backlog of work associated with agendas and reports for review boards and meetings and provide required information for specific meetings and help with completion of preparation and review of meeting minutes.

Both of these positions will provide on-the-job training and experience which will be of benefit to the City and entry-level hourly part-time employees.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The proposed personnel change will result in a minimal estimated total cost increase of approximately \$1,000.00.

**REQUESTED ACTION:**

That the City Council approve the addition of Building Inspector Assistant and Planning Aide for the Community Development Department.

**ATTACHMENTS:**

Job descriptions for Building Inspector Assistant and Planning Aide positions.



CITY *of* CALABASAS

**BUILDING INSPECTOR ASSISTANT**  
**H88**

**Definition:**

The Building Inspector Assistant is an entry level apprentice position that will perform tasks related to building inspection and construction trades. The apprentice will receive on-the-job training and it is expected of the incumbent to complete 12 hours of seminar training within one year from their hire date via International Code Council (ICC) or California Building Official (CALBO) seminars, or internal classroom setting training approved by a senior inspector to obtain required knowledge and assessment outcomes. Work is performed under the supervision of a qualified Building Inspector, who is responsible for residential, commercial and infrastructure inspections to ensure structures have been built in compliance with building codes and ordinances.

**Essential Job Duties:**

The following tasks are essential for this position and are performed under the direction of a qualified City of Calabasas Building Inspector. Incumbents in this classification may not perform all of these tasks, or may perform similar related tasks not listed here.

1. Assist Building Inspectors.
2. Attend classes and training events to learn to inspect and assist in the inspection of
3. structures to ensure they are up to code and comply with ordinances.
4. Learn to read construction drawings and plans.
5. Identify and point out violations.
6. Review plans and specifications electronically, on computer laptop, or on blueprints.
7. Ensure repairs or alternations are performed correctly.
8. Visit site to make visual inspection and make initial inspection.
9. Follow up with additional inspections during each phase of construction.
10. Make final visit and green light building for occupancy or create punch list for alterations.
11. Inspect electrical systems and equipment.
12. Examine building for fire safety.
13. Inspect wiring for air conditioning and heating systems and appliances.
14. Inspect roofing and siding, garages, plumbing, and HVAC systems.
15. Report violations of building codes and ordinances.
16. Perform related duties as assigned.

**Minimum Knowledge, Skills and Abilities:**

**Knowledge of:**

- Acceptable construction methods and practices.

**Skills and Abilities to:**

- Learn to read and interpret construction drawings, blueprints, calculations, specifications, details and renderings.
- Communicate effectively both orally and in writing.
- Learn to perform building inspections in conformity with City of Calabasas procedures.
- Analyze data and draw logical conclusions.
- Prepare and maintain accurate reports and records.
- Establish and maintain cooperative working relationships.
- Ability to operate computers and related software.

**Training and Experience:**

Any combination equivalent to training and experience that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the knowledge, skills and abilities would be graduation from high school or equivalent and experience working in the building and/or construction trades. Completion of construction technology courses or other college curriculum related to construction, architecture or engineering are preferred but not required.

**Licenses and Certificates:**

Possession of a valid California driver's license.

**Physical Requirements and Working Conditions:**

- Requires vision (which may be corrected) to read small print.
- Requires the mobility to stand, stoop, reach and bend.
- Requires mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Requires the ability to stand for long periods.
- Requires the ability to walk long distances.
- May be required to work in inclement weather without effective protection from sun, cold and rain.
- May be required to traverse hilly and rocky terrain.
- May be required to work within enclosed spaces or at heights above ground level.
- Is subject to inside and outside environmental conditions.
- May be required to use personal vehicle in the course of employment.



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**PLANNING AIDE**  
H33

**Definition:**

Performs planning research and similarly supportive duties in assisting professional planning personnel in the preparation of reports, studies, surveys, and plans; and does related work as required.

**Essential Job Duties:**

The following tasks are essential for this position. Incumbents in this classification may not perform all of these tasks, or may perform similar related tasks not listed here.

1. Learn the City's development application review process; learn to review applications for completeness; gain familiarity with site, topographic, landscape, and architectural plans; learn to read and interpret zoning codes; learn to read and explain City ordinances.
2. Provide technical support to planning staff by conducting research and preparing maps and graphics.
3. Prepare agendas and reports for review boards and meetings; provide required information for specific meetings; assist in the preparation and review of meeting minutes.
4. Answer questions and provide information to the public; research information and assist higher level planning staff with inquiries pertaining to current or comprehensive planning.
5. Research, collect, compile, record and summarize technical data; assist higher level planning staff by assembling documentation for projects and presentations.
6. Assist higher level staff in the implementation of the geographic information system (GIS) by performing research, data entry and site inspections.
7. Assist in the enhancement of the department's record keeping system by organizing and computerizing files.
8. Participate in a variety of special projects as assigned.
9. May be required to use personal vehicle for assigned duties.

**Minimum Knowledge, Skills and Abilities:**

**Knowledge of:**

- Basic principles and concepts of urban planning.
- Basic report writing, research methods and data compilation.
- Principles of record keeping.
- Modern office methods, practices, procedures and computer equipment.

**Skills and Abilities to:**

- Learn to interpret laws underlying the general plan, zoning codes, and applicable environmental laws and regulations.
- Learn to interpret planning and zoning programs to the general public.

- Compile technical and statistical information and prepare clear and concise staff reports.
- Learn to read and interpret mapping and survey data, site plans, zoning codes, legal descriptions and related information.
- Use a personal computer and use word processing, spreadsheet, database, and graphics software.
- Learn City ordinances, policies, and procedures.
- Learn geographic information system (GIS) technology.
- Learn pertinent laws, codes, ordinances, and regulations related to planning activities.
- Learn the geography and the spatial development of Calabasas
- Respond effectively to difficult and sensitive public inquiries.
- Provide high quality customer service.
- Understand and carry out oral and written directions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Present a positive image of the City to the public and the development community while explaining the City's regulations and policies.

**Training and Experience:**

Any combination equivalent to training and experience that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the knowledge, skills and abilities would be equivalent to the completion of the twelfth grade supplemented by college level work in urban planning, geography, architecture, or a related field.

**Licenses and Certificates:**

Possession of a valid California driver's license.

**Physical Requirements and Working Conditions:**

- Requires vision (which may be corrected) to read small print.
- Requires the mobility to stand, stoop, reach and bend.
- Requires mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Requires the ability to stand for long periods.
- Requires the ability to walk long distances.
- Performs lifting, pushing and/or pulling which does not exceed 50 pounds.
- Subject to inside environmental conditions.
- May be required to use personal vehicle in the course of employment.
- May be required to attend periodic evening meetings and/or to travel within and out of City boundaries to attend meetings.
- May be required to work at a video display terminal for prolonged periods.
- May be required to work evenings or weekends.





**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** FEBRUARY 19, 2018

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MICHAEL KLEIN, SENIOR PLANNER *Michael Klein*

**SUBJECT:** REPORT ON ANNUAL PROGRESS – GENERAL PLAN HOUSING ELEMENT, 2017

**MEETING DATE:** MARCH 14, 2018

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**SUMMARY RECOMMENDATION:**

Receive and file the attached annual progress report for 2017 regarding the City of Calabasas 2030 General Plan 2014-2021 Housing Element.

**BACKGROUND:**

California Government Code § 65400 (b) requires filing of an annual progress report regarding the Housing Element of the General Plan for cities and counties. The annual report must be delivered to the City Council, the State Office of Planning and Research, and the California Department of Housing and Community Development (“HCD”). This agenda item meets the statutory requirements.

The 2008-2014 Housing Element was adopted by City Council on December 10, 2008 as part of the City’s 2030 General Plan update, and the Element was approved and certified as being compliant with State housing law by HCD on April 23, 2009. That Housing Element was updated and replaced by the 2014-2021 Housing Element on September 11, 2013, and the Element was approved and certified as being compliant with State housing law by HCD on July 19, 2013. The attached 2017 progress report (Attachment A) was prepared based on the 2014-2021 Housing Element/5<sup>th</sup> RHNA cycle.

**DISCUSSION/ANALYSIS:**

The attached progress report summarizes residential building activity, Regional Housing Needs Allocation (RHNA) progress, and progress of housing program implementation for the calendar year of 2017 (Attachment A). The report was prepared on forms provided by HCD, using definitions adopted by HCD.

Tables A, A2, A3 and B of the progress report document all residential building activity, based on building permits issued from January 1 to December 31 of 2017.

<b>2017 Building Activity</b>	
<b>Income Category</b>	<b>New Units Constructed 2014-2017</b>
Very Low	0
Low	0
Moderate	4
Above Moderate	18
<b>TOTALS:</b>	<b>22</b>

The City began the fifth RHNA cycle in 2014 with a housing allocation of 330 units. Having constructed 106 units since the reporting period began in 2014, the City’s remaining RHNA for the fifth cycle as of year-end 2017 is 224 as shown in the fourth column in the table below:

<b>2014-2017 Building Summary</b>			
<b>Income Category</b>	<b>Assigned RHNA</b>	<b>New Units Constructed 2014-2017</b>	<b>Remaining RHNA</b>
Very Low	88	8	80
Low	54	0	54
Moderate	57	6	51
Above Moderate	131	92	39
<b>TOTALS:</b>	<b>330</b>	<b>106</b>	<b>224</b>

The eight (8) units identified above in the “Very Low” income category are in the Avanti development, while the units identified in the “Above Moderate” income category are a combination of Avanti market-rate units and single-family dwellings. The units identified in the “Moderate” income category are new Accessory Dwelling Units (ADU) that have been permitted or legalized.

Table C of the progress report, provides status updates for housing programs identified in the 2014-2021 Housing Element during the respective calendar year.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None

**REQUESTED ACTION:**

That the City Council receive and file the attached 2017 annual progress report regarding the 2014-2021 Housing Element of the 2030 General Plan.

**ATTACHMENTS:**

Attachment A: 2017 Annual Housing Element Progress Report

## ANNUAL ELEMENT PROGRESS REPORT

### Housing Element Implementation

(CCR Title 25 §6202 )

Jurisdiction Calabasas  
Reporting Period 1/1/2017 - 12/31/2017

**Table A**

#### Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development  See Instructions	Deed Restricted Units  See Instructions	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
23500 Park Sorrento	5+	O				12	12	12			
(9) Total of <b>Moderate and Above Moderate</b> from Table A3 ▶ ▶					4	6					
(10) Total by income Table A/A3 ▶ ▶					4	18	12	12			
(11) Total <b>Extremely Low-Income</b> Units*											

\* Note: These fields are voluntary

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

Jurisdiction Calabasas  
Reporting Period 1/1/2017 - 12/31/2017

**Table A2**  
**Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

\* Note: This field is voluntary

**Table A3**  
**Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)**

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for <b>Moderate</b>				4		4	
No. of Units Permitted for <b>Above Moderate</b>	6					6	

\* Note: This field is voluntary

## ANNUAL ELEMENT PROGRESS REPORT

### *Housing Element Implementation*

(CCR Title 25 §6202 )

**Jurisdiction**      Calabasas  
**Reporting Period**      1/1/2017 - 12/31/2017

**Table B**

### Regional Housing Needs Allocation Progress

#### Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.												Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	2014	2015	2016	2017	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	88		8								8	80
	Non-deed restricted												
Low	Deed Restricted	54											54
	Non-deed restricted												
Moderate	Deed Restricted	57											51
	Non-deed restricted		1		1	4					6		
Above Moderate		131	15	16	43	18						92	39
Total RHNA by COG. Enter allocation number:		330											
Total Units ▶ ▶ ▶			16	24	44	22						106	224
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

Jurisdiction Calabasas  
Reporting Period 1/1/2017 - 12/31/2017

**Table C**

**Program Implementation Status**

Program Description (By Housing Element Program Names)	<b>Housing Programs Progress Report - Government Code Section 65583.</b> Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Single-family Rehabilitation Program	Assist 5 households annually, for 40 units over the planning period.	2014-2021	The City continues to provide Residential Rehabilitation assistance utilizing Community Development Block Grant, (CDBG) funds. The City provided assistance to seven (7) households in 2016.
Home Repair Program	Coordinate with code enforcement to identify low/mod homeowners and provide loans on as needed basis.	2014-2021	No qualifying homes have yet been identified.
Rental Assistance Program	Provide ongoing assistance to 50 households, contingent on funding.	2014-2021	The City continued to provide monthly subsidies to 50 residents through 2016. The subsidies increased from \$210/month to \$218/month in October 2017.
Rental Registration Program	Continue to maintain the rental database.	Update the database on an annual basis.	Annual rent information provided by apartment owners is entered into the City's rental database in July of every year, and reported to the City Council.
Mobile Home Park Preservation	Provide tenants information on MPROP funding as appropriate.	2014-2021	Staff continues to work with Park management to keep tenants informed about the CDBG Residential Rehabilitation program.
Preservation of Assisted Housing	Preserve 140 at-risk units. Conduct economic analysis; meet with property owner; explore outside funding/ program options; provide technical assistance to tenants.	Economic analysis and meet with property owner in 2014. Proceed with other actions one year prior to expiration (2015)	City contacted the CDC to discuss options for refinancing the projects' bonds to extend affordability controls. The City requested that the CDC approach the owner of Avalon Bay, asking them to continue the affordable program. The CDC communicated to staff that they contacted the owner of Avalon Bay and that the owner has stated that they are not interested in continuing the program. Avalon Bay disseminated information regarding the elimination of the Program to participating tenants six months prior to the end date. The Avalon Bay bond program is no longer in effect.

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

Jurisdiction Calabasas  
 Reporting Period 1/1/2017 - 12/31/2017

Condominium Conversion Ordinance	Implement the City's current ordinance. Evaluate strengthening to require inclusionary units in projects approved for conversion.	Complete review/ revision of ordinance by 2015.	The City continues to implement the current Ordinance. No progress has been made regarding revisions to the Ordinance.
Residential Sites Inventory	Provide information on available sites and incentives to developers. Monitor impact of max 20 du/acre densities on feasibility, and modify as appropriate.	Maintain sites inventory ongoing. Report impacts of max. densities in Annual Housing Element Report to HCD.	Staff continues to maintain the sites inventory. Annual Housing Element progress reports are underway.
Second Units	Re-evaluate second unit standards and educate public on availability. Prepare design guidelines and sample site plans. Seek to achieve 12 new second units.	2015	Evaluation initiated.
Annexation of Unincorporated Areas	Pursue phased annexation of adjacent unincorporated areas.	2014-2021	In December 2013, the City Council approved a Resolution to initiate proceedings related to the annexation of Craftsman Corner. In May 2014, Council directed staff to initiate LAFCO proceedings related to the annexation of West Agoura Road and pre-zoned the territory accordingly. Staff is currently working on completing both of these annexations.



**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

Jurisdiction Calabasas  
Reporting Period 1/1/2017 - 12/31/2017

Inclusionary Housing Ordinance	Provide developers with information on available options and incentives to fulfill inclusionary requirements. Identify specific projects and programs for expenditure of in-lieu fee revenues.	Identify programs in Housing Element (2013) for Housing Fund. Develop & disseminate Affordable Housing brochure (2014).	The Inclusionary Housing ordinance is available to the public on the City's website via the link to our updated Municipal Code. On July 25, 2013 the Planning Commission approved a mixed-use project, which includes 80 condominium units, 8 of which are one-and two-bedroom affordable units. Qualified tenants moved into these units in 2017.
Commercial/Industrial Impact Fee Program	Provide developers with information on available options and incentives to fulfill inclusionary requirements. Identify specific projects and programs for expenditure of in-lieu fee revenues.	Identify programs in Housing Element (2013) for Housing Fund.	Staff continues to provide developers with information regarding the inclusionary requirements. Programs for expenditure of funds were identified in the 2014-2021 Housing Element.
Affordable Housing Development Assistance	Provide financial, regulatory and site identification assistance in support of affordable housing, with the goal to achieve one project in planning period.	Develop project concept and issue RFQ in 2018	Scheduled for future reporting period.
Green Building	Implement Green Initiative and promote the City's Green Building Program.	2014-2021	The City continues to implement the Green Building Ordinance.
Density Bonus Program	Promote density bonus incentives via dissemination of the Affordable Housing brochure.	Develop and disseminate Housing brochure in 2014.	Density Bonus information is provided by staff to all project applicants with qualifying projects.
Development Code Amendment	Amend the Code to reduce separation requirement between shelters to 300 feet.	2014	Amendment not yet initiated.
Fair Housing Program	Contract with the Housing Rights Center (HRC) to promote open and fair housing practices, and to facilitate communication between tenants and landlords. Assist in program outreach through referrals and distribution of educational info.	2014-2021; Include fair housing information in Affordable Housing brochure in 2014.	The City has contracted with HRC to promote open and fair housing practices. Information has been made available on the City's website.

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

**Jurisdiction**      Calabasas  
 \_\_\_\_\_  
**Reporting Period**      1/1/2017 - 12/31/2017

Universal Design/ Visitability	Develop Universal Design and Visitability brochure, and provide to residential builders	Develop Brochure in 2014.	Postponed to future reporting period.
Senior Housing Opportunities	Actively pursue senior housing opportunities and housing support services. Consult with senior housing and gerontology experts to assist in adequately planning for the community's senior citizens.	2014-2021; Begin consultations in 2014.	On November 28, 2012, the City Council approved moving forward with preliminary design and cost estimate for a senior center on the Civic Center property. Construction of the new senior center commenced in 2015. The new Senior Center opened in June 2016.
Housing Opportunities for Persons Living with Disabilities	Work in cooperation with the NLACRC to publicize information on available resources for housing and services. Pursue State and Federal funds available for supportive housing and services in future affordable housing projects.	Publicize NLACRC resources in 2014; Evaluate funding resources at least annually; Pursue funding at least once during planning period in conjunction with affordable projects.	Evaluation initiated.

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

<b>Jurisdiction</b>	Calabasas
<b>Reporting Period</b>	1/1/2017 - 12/31/2017




**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE:** MARCH 5, 2018

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:**  ROBERT YALDA, PE. T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
ALEX FARASSATI, PH.D., ENVIRONMENTAL SERVICES SUPERVISOR

**SUBJECT:** DIRECTION TO STAFF ON PLASTIC STRAWS, STIRRERS, AND CUTLERY BAN

**MEETING DATE:** MARCH 14, 2018

---

**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council review the attachment as a sample and provide direction to staff on plastic straws, stirrers, and cutlery ban.

**BACKGROUND AND DISCUSSION:**

In 2006, the City of Calabasas banned the use of expanded polystyrene and adopted Ordinance No. 2006-233, adding Chapter 8.18 to the Calabasas Municipal Code regarding environmentally acceptable food packaging.

In 2011, the City Council adopted Ordinance No. 2011-282, to regulate the use of plastic carryout bags and recyclable paper bags and promote the use of reusable bags. Both measures were effective in reducing litter in the City's creeks, stormdrain system and open spaces.

On Feb. 12, the Malibu City Council passed an ordinance that prohibited the sale and use of plastic straws, stirrers and cutlery within city limits. Malibu is the first

city in the region to vote for a ban. A copy of the City of Malibu's ordinance is attached as reference.

**FISCAL IMPACT/SOURCE OF FUNDING:**

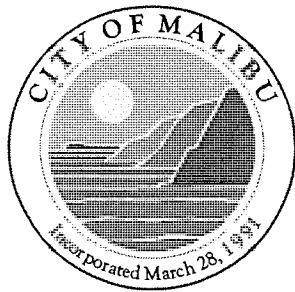
There's no fiscal impact associated with this discussion item.

**REQUESTED ACTION:**

Staff recommends that the City Council review the attachment as a sample and provide direction to staff on plastic straws, stirrers, and cutlery ban.

**ATTACHMENT:**


City of Malibu staff report and Ordinance banning Plastic Straws, Stirrers, and Cutlery.



# Council Agenda Report

To: Mayor Peak and the Honorable Members of the City Council

Prepared by: Craig George, Environmental Sustainability Director

Approved by: Reva Feldman, City Manager 

Date prepared: January 23, 2018 Meeting date: February 12, 2018

Subject: Plastic Straws, Stirrers, and Cutlery Ban

**RECOMMENDED ACTION:** 1) After the City Attorney reads the title of the ordinance, introduce on first reading Ordinance No. 432 determining the project is categorically exempt from the California Environmental Quality Act and amending Chapter 9.24 to Title 9 of the Malibu Municipal Code (MMC) to prohibit the sale, distribution and use of plastic straws, stirrers, and cutlery within the City; and 2) Direct staff to schedule second reading and adoption of Ordinance No. 432 for the February 26, 2018 City Council meeting.

**FISCAL IMPACT:** There is no fiscal impact associated with the recommended action.

**DISCUSSION:** On September 26, 2016, the Council directed staff to draft an ordinance banning the sale of expanded polystyrene products. On November 14, 2016, the Council adopted Ordinance 412, amending the MMC to prohibit the sale of polystyrene foam food service ware, restrict its use in the City, and require that the products be replaced with less-hazardous, compostable or recyclable alternatives (Plastic Ban).

On October 9, 2017, the Council directed staff to extend the Plastic Ban to address the sale and commercial distribution of plastic straws. On January 22, 2018, the Environmental Sustainability Subcommittee reviewed and discussed the proposed ordinance relating to plastic straws and stirrers. The Subcommittee requested staff add a ban on plastic cutlery to the proposed ordinance and amend the definition of "food service ware."

The attached draft ordinance would achieve the Council's goals of expanding the Plastic Ban and reducing plastic litter by:

- Amending the title of Chapter 9.24 to state, "Plastic Food Packaging and Other Plasticware";

- Amending the definition for “Food service ware”;
- Adding new definitions for “Beverage provider”; “City-sponsored event”; “Plastic beverage straw”; “Plastic stirrer”; and “Plastic cutlery”; and
- Adding Section 9.24.045 prohibiting the sale and commercial distribution of plastic straws, stirrers, and cutlery within the City, making non-plastic alternatives available to customers, and making non-plastic alternative straws available to customers only upon request.

An estimated 500 million plastic straws are used and discarded every day – enough to wrap around the earth 2.5 times per day. In California, “Coastal Cleanup Day” has tracked the amount of trash collected since 1992, and plastic straws and stirrers are the sixth most common item collected. Plastic cutlery is the fifth most common item collected. For this reason, staff recommends banning plastic stirrers and plastic cutlery in the same section as the ban on plastic straws.

By amending the definition of “food service ware” to remove reference to straws, forks, spoons, and knives and adding the new section and definitions relating to straws, stirrers, and cutlery, the City is no longer permitting the commercial use and distribution of compostable and biodegradable petroleum or biologically based straws, forks, spoons, and knives. In other words, the City will only allow the commercial use and distribution of straws, stirrers, forks, knives, sporks, and spoons that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.

Plastic straws, stirrers, and cutlery never biodegrade, the plastic is broken down into smaller pieces that become difficult to manage in the environment. Nearly all plastic, regardless of whether it has been recycled, still exists. It is estimated that there are over five trillion pieces of plastic in the ocean. Of these pieces, 92 percent are smaller than a grain of rice. These fragments are misidentified as food by aquatic biota and enter into the food chain. Plastics in the ocean also attract other pollutants, which magnify the toxicity of the fragments consumed by marine life, and ultimately enter the human food chain. Plastic straws, stirrers, and cutlery end up in the ocean through human error and misuse, such as litter that blows into the ocean or through storm drains.

Over the last 15 years, the use of straws has multiplied. Straws merely offer convenience and are expected when ordering beverages. Therefore, staff recommends making non-plastic alternative straws available only upon request. There are also many non-plastic alternatives to single-use plastic straws, including paper, glass, bamboo, and stainless steel straws. Similarly, there are non-plastic alternatives to single-use plastic stirrers and cutlery, such as wooden or bamboo stirrers. These alternatives are currently available locally. Although non-plastic alternatives can cost more than plastic straws, stirrers, and cutlery, when similar quantities are ordered the difference is minimal. As it relates to straws, it is approximately \$.01 more per straw for paper straws. A restaurant or other entity distributing straws can make up the price difference by offering paper

straws or other alternatives upon request. Not requesting or using a straw is an effective way to reduce the pollution created by plastic straws in the environment.

Additionally, on January 22, 2018, Mayor Peak recommended adding plastic lids to the ordinance. Staff recommends the City address these important issues incrementally to allow businesses to find readily available non-plastic alternatives. By consensus, the Subcommittee recommended staff forward the ordinance to Council for adoption.

As part of the initial outreach efforts, staff recommends providing each local restaurant with a box of paper straws accompanied by a letter introducing the new ordinance. The straws will be sent after Council approval of the ordinance.

ATTACHMENT: Ordinance No. 432



## ORDINANCE NO. 432

AN ORDINANCE OF THE CITY OF MALIBU DETERMINING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND AMENDING TITLE 9 (PUBLIC PEACE AND WELFARE) OF THE MALIBU MUNICIPAL CODE, CHAPTER 9.24 TO REGULATE PLASTIC STRAWS, STIRRERS, AND CUTLERY

The City Council of the City of Malibu does ordain as follows:

### SECTION 1. Recitals.

A. The state Legislature recognized that littered plastic products have caused and continue to cause significant environmental harm and have burdened local governments with significant environmental cleanup costs. (California Public Resources Code §42355.) The state Legislature further declared its intent to ensure that environmental marketing claims, including claims of biodegradation of plastics, do not lead to an increase in environmental harm associated with plastic litter by providing consumers with a false belief that certain plastic products are less harmful to the environment. (*Id.*)

B. Although plastics are generally recyclable, plastics synthesized from petroleum and natural gas do not biodegrade. Even with the emergence of bioplastics, which are derived from renewable biomass sources, such as plants and microorganisms, there is no certified type of bioplastic that biodegrades in a marine environment.

C. To fulfill the City of Malibu's goals of reducing littered plastic products, the Malibu City Council adopted an ordinance banning polystyrene foam food packaging containers (Malibu Municipal Code Section 9.24) and plastic shopping bags (Malibu Municipal Code Section 9.28).

D. Despite these efforts, the City continues to confront littered plastic, namely plastic straws, stirrers, and cutlery. Plastic straws, stirrers, and cutlery are generally made from polystyrene or polypropylene. Although the City has already banned polystyrene, it intends to make clear, through the adoption of the instant ordinance, that commercial use of all plastic straws, stirrers, and cutlery is banned within the City's jurisdiction. A ban on plastic straws, stirrers, and cutlery will further serve the City's goal of reducing plastic litter. Non-plastic, compostable alternatives are available.

SECTION 2. The Title of Chapter 9.24 of the Malibu Municipal Code is hereby amended to read as follows:

“Chapter 9.24 Ban on Plastic Food Packaging and Other Plasticware”

SECTION 3. Section 9.24.010 of the Malibu Municipal Code is hereby amended by adding the following definitions in alphabetical order:

“Beverage Provider” means any business, organization, entity, group, or individual located in the City of Malibu that offers liquid, slurry, frozen, semi-frozen, or other forms of beverages to the public for consumption.

“City-Sponsored Event” means any event organized or sponsored by the City of Malibu or any department of the City of Malibu.

“Plastic Cutlery” means any utensil, such as a fork, spoon, spork, or knife, made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources intended for only one-time use. “Plastic cutlery” includes compostable and biodegradable petroleum or biologically based polymer forms of cutlery, but does not include forms of cutlery that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.

“Plastic Beverage Straw” means a tube made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, for transferring a beverage from its container to the mouth of the drinker. “Plastic Beverage Straw” includes compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.

“Plastic Stirrer” means a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources.. “Plastic stirrer” includes compostable and biodegradable petroleum or a biologically based polymer stirrers, but does not include stirrers that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.

SECTION 3. Section 9.24.010 of the Malibu Municipal Code is hereby amended by amending the following definition:

“Food service ware” means all containers, bowls, plates, trays, cups, lids, napkins, and other like items that are designed for one-time use for prepared foods, including, without limitation, service ware for takeout foods and/or leftovers from partially consumed meals prepared by food vendors. The term “food service ware” does not include items composed of aluminum.

SECTION 4. Section 9.24.045 is hereby added to Chapter 9.24 of the Malibu Municipal Code to read as follows:

9.24.045 Sale and Commercial Distribution of Plastic Beverage Straws, Stirrers, and Cutlery Prohibited.

- A. No restaurant, including fast food restaurants, beverage provider, or vendor shall use, provide, distribute, or sell plastic beverage straws, plastic stirrers, or plastic cutlery.

- B. Nothing in this section precludes restaurants, including fast food restaurants, beverage providers, or vendors from using or making non-plastic alternatives, such as those made from paper, sugar cane, or bamboo, available to customers. Non-plastic alternative straws shall only be provided upon request by the customer.
- C. No person shall distribute plastic beverage straws, plastic stirrers, or plastic cutlery at any city facility or any city-sponsored event.

SECTION 5. Section 9.24.050 of the Malibu Municipal Code is hereby amended to read as follows:

- A. The City Manager may waive the provisions of Sections 9.24.020, 9.24.030, 9.24.040, 9.24.045 if:

SECTION 6. Environmental Review

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The City Council hereby finds that under Section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment. It also finds the Ordinance is exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

SECTION 7. Severability

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 8. Effective Date.

This Ordinance shall take effect on June 1, 2018.

SECTION 9. Certification.

The City Clerk shall certify the passage and adoption of this ordinance and enter it into the book of original ordinances.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

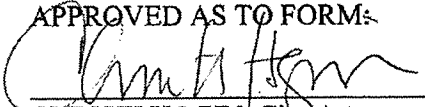
\_\_\_\_\_  
SKYLAR PEAK, Mayor

ATTEST:

\_\_\_\_\_  
HEATHER GLASER, City Clerk  
(seal)

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CHRISTI HOGIN, City Attorney

Any action challenging the final decision of the City made as a result of the public hearing on this application must be filed within the time limits set forth in Section 1.12.010 of the Malibu Municipal Code and Code of Civil Procedure.



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 02/21/2018 to 02/28/2018

Date: 3/6/2018  
 Time: 7:24:30AM  
 Page 1 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>City Attorney</b>					
101312	2/21/2018	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	22,062.19	City Attorney
101312	2/21/2018	COLANTUONO, HIGHSMITH &	MALIBU CANYON ASSOCIATION	9,523.87	City Attorney
101312	2/21/2018	COLANTUONO, HIGHSMITH &	ZEESMAN	8,375.00	City Attorney
101312	2/21/2018	COLANTUONO, HIGHSMITH &	2015 ANNEXATION	934.98	City Attorney
101383	2/28/2018	HOPKINS & CARLEY	LEGAL SERVICES	84.00	City Attorney
101312	2/21/2018	COLANTUONO, HIGHSMITH &	MALIBU CANYON ASSOCIATION	25.00	City Attorney
<b>Total Amount for 6 Line Item(s) from City Attorney</b>				<b>\$41,005.04</b>	
<b>City Clerk</b>					
101407	2/28/2018	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	City Clerk
<b>Total Amount for 1 Line Item(s) from City Clerk</b>				<b>\$45.00</b>	
<b>Civic Center O&amp;M</b>					
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,341.03	Civic Center O&M
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,509.78	Civic Center O&M
101347	2/21/2018	SANDSTONE CONSTRUCTION GROUP	STAIR REPAIRS	3,075.00	Civic Center O&M
101382	2/28/2018	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,806.79	Civic Center O&M
101382	2/28/2018	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,845.96	Civic Center O&M
101360	2/21/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	933.43	Civic Center O&M
101414	2/28/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	884.60	Civic Center O&M
101414	2/28/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	811.74	Civic Center O&M
101389	2/28/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	579.42	Civic Center O&M
101378	2/28/2018	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
101378	2/28/2018	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
101352	2/21/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	553.16	Civic Center O&M
101389	2/28/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	468.46	Civic Center O&M
101352	2/21/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	447.24	Civic Center O&M
101318	2/21/2018	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
<b>Total Amount for 15 Line Item(s) from Civic Center O&amp;M</b>				<b>\$21,623.61</b>	
<b>Community Development</b>					
101380	2/28/2018	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	9,616.59	Community Development
101345	2/21/2018	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	7,498.75	Community Development





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101307	2/21/2018	CALABASAS CREST LTD	R.A.P.- MAR 2018	6,426.00	Community Development
101380	2/28/2018	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	4,328.00	Community Development
101317	2/21/2018	DUDEK & ASSOCIATES INC	EIR CONSULTING	1,983.70	Community Development
101317	2/21/2018	DUDEK & ASSOCIATES INC	EIR CONSULTING	1,061.02	Community Development
101317	2/21/2018	DUDEK & ASSOCIATES INC	EIR CONSULTING	1,037.45	Community Development
101319	2/21/2018	FLEYSHMAN/ALBERT//	R.A.P.- MAR 2018	218.00	Community Development
101332	2/21/2018	MEDVETSKY/LINA//	R.A.P.- MAR 2018	218.00	Community Development
101323	2/21/2018	HENDERSON/LYN//	R.A.P.- MAR 2018	218.00	Community Development
101349	2/21/2018	SHAHIR/RAHIM//	R.A.P.- MAR 2018	218.00	Community Development
101361	2/21/2018	YAZDINIAN/SUSAN//	R.A.P.- MAR 2018	218.00	Community Development
101333	2/21/2018	MILES/AUDREY//	R.A.P.- MAR 2018	218.00	Community Development
101330	2/21/2018	LEVY/ESTHER//	R.A.P.- MAR 2018	218.00	Community Development
101343	2/21/2018	RASCOE/JOAN//	R.A.P.- MAR 2018	218.00	Community Development
101411	2/28/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	195.22	Community Development
101356	2/21/2018	VALLEY NEWS GROUP	LEGAL ADVERTISING	135.00	Community Development
101388	2/28/2018	LANDS' END BUSINESS OUTFITTERS	STAFF PANTS - COMM DEV	93.72	Community Development
101314	2/21/2018	CYBERCOPY	COPY/PRINTING SERVICE	36.68	Community Development
<b>Total Amount for 19 Line Item(s) from Community Development</b>				<b>\$34,156.13</b>	

## Community Services

101316	2/21/2018	DNA ELECTRIC	ELECTRICAL REPAIRS	3,463.99	Community Services
101351	2/21/2018	SNAP-O-GRAM	B-BALL PHOTOGRAPHS	2,500.00	Community Services
101372	2/28/2018	BARRY KAY ENTERPRISES, INC.	BASKETBALL T-SHIRTS	2,457.40	Community Services
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,385.44	Community Services
101382	2/28/2018	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,311.37	Community Services
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,150.57	Community Services
101354	2/21/2018	LIMATOLA-TANENBAUM/PATTY//	RECREATION INSTRUCTOR	910.00	Community Services
101303	2/21/2018	BARRY KAY ENTERPRISES, INC.	BASKETBALL T-SHIRTS	639.32	Community Services
101321	2/21/2018	GESAS/HELAIN W.//	RECREATION INSTRUCTOR	465.50	Community Services
101325	2/21/2018	HOLGUIN/JAMES//	RECREATION INSTRUCTOR	390.00	Community Services
101306	2/21/2018	BMI GENERAL LICENSING	MUSIC LICENSE FEE	349.00	Community Services
101311	2/21/2018	COHEN/JERRY//	RECREATION INSTRUCTOR	300.00	Community Services
101301	2/21/2018	AT&T	TELEPHONE SERVICE	293.71	Community Services
101373	2/28/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
101341	2/21/2018	PEZZULLO/RALPH//	RECREATION INSTRUCTOR	245.00	Community Services
101327	2/21/2018	JARRETT/RICK//	RECREATION INSTRUCTOR	200.00	Community Services



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101318	2/21/2018	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- SR CTR	185.00	Community Services
101389	2/28/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	184.92	Community Services
101352	2/21/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	176.54	Community Services
101342	2/21/2018	RANCHO SIMI FOUNDATION	SENIOR EXCURSION	150.00	Community Services
101315	2/21/2018	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	145.00	Community Services
101348	2/21/2018	SECURAL SECURITY CORP	PATROL CAR SERVICES- DE ANZA	135.00	Community Services
101348	2/21/2018	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	118.16	Community Services
101401	2/28/2018	SECURAL SECURITY CORP	SECURITY- SPEAKER SRS	118.16	Community Services
101406	2/28/2018	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	110.80	Community Services
101352	2/21/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	109.95	Community Services
101368	2/28/2018	AT&T	TELEPHONE SERVICE	95.00	Community Services
101384	2/28/2018	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	90.00	Community Services
101350	2/21/2018	SIMMONS/NEIL//	RECREATION INSTRUCTOR	63.00	Community Services
101368	2/28/2018	AT&T	TELEPHONE SERVICE	56.00	Community Services
101310	2/21/2018	CAYNE/STACIE//	RECREATION INSTRUCTOR	52.50	Community Services
101377	2/28/2018	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- CRKSIDE	36.00	Community Services
<b>Total Amount for 32 Line Item(s) from Community Services</b>				<b>\$18,155.31</b>	
<b>Finance</b>					
101362	2/28/2018	ADP, INC	PAYROLL PROCESSING	5,160.06	Finance
101335	2/21/2018	MUNISERVICES, LLC	SALES TAX REPORTING SVCS	500.00	Finance
101395	2/28/2018	PELKA/LESLEY//	REIMB TRAVEL EXPS- CSMFO	229.74	Finance
<b>Total Amount for 3 Line Item(s) from Finance</b>				<b>\$5,889.80</b>	
<b>Klubhouse Preschool</b>					
101368	2/28/2018	AT&T	TELEPHONE SERVICE	130.68	Klubhouse Preschool
101377	2/28/2018	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- CRKSIDE	84.00	Klubhouse Preschool
<b>Total Amount for 2 Line Item(s) from Klubhouse Preschool</b>				<b>\$214.68</b>	
<b>Library</b>					
101344	2/21/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	7,020.19	Library
101344	2/21/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	5,500.00	Library
101344	2/21/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	1,600.00	Library
101371	2/28/2018	BAKER & TAYLOR	BOOKS-LIBRARY	1,505.95	Library



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101344	2/21/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	1,500.00	Library
101344	2/21/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	1,200.00	Library
101397	2/28/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 18	826.70	Library
101339	2/21/2018	OCLC, INC.	MEMBERSHIP DUES- JAN 2018	705.92	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	621.03	Library
101305	2/21/2018	BIBLIOTHECA, LLC	E-BOOKS	616.90	Library
101355	2/21/2018	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
101398	2/28/2018	RECORDED BOOKS, LLC	BOOKS ON CD	220.20	Library
101344	2/21/2018	RECORDED BOOKS, LLC	BOOKS ON CD	147.48	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	146.39	Library
101368	2/28/2018	AT&T	TELEPHONE SERVICE	140.96	Library
101398	2/28/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	138.85	Library
101390	2/28/2018	MIDWEST TAPE	DVD'S-LIBRARY	107.00	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	98.76	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	80.11	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	71.49	Library
101390	2/28/2018	MIDWEST TAPE	DVD'S-LIBRARY	58.78	Library
101398	2/28/2018	RECORDED BOOKS, LLC	BOOKS ON CD	56.02	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	54.44	Library
101398	2/28/2018	RECORDED BOOKS, LLC	BOOKS ON CD	45.55	Library
101398	2/28/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	43.33	Library
101398	2/28/2018	RECORDED BOOKS, LLC	BOOKS ON CD	41.06	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	39.39	Library
101374	2/28/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- FTG80700	38.10	Library
101344	2/21/2018	RECORDED BOOKS, LLC	BOOKS ON CD	38.03	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	24.29	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	24.01	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.05	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.00	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	17.72	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	17.06	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	15.10	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	14.41	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	12.80	Library
101302	2/21/2018	BAKER & TAYLOR	BOOKS-LIBRARY	11.70	Library
101326	2/21/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	9.83	Library





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<b>Total Amount for 40 Line Item(s) from Library</b>				<b>\$23,141.60</b>	
<b><u>LMD #22</u></b>					
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,648.27	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,000.04	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,954.12	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,895.86	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,632.16	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,000.04	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,843.47	LMD #22
101370	2/28/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,087.75	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,084.80	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,990.00	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,970.84	LMD #22
101389	2/28/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,783.31	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,278.29	LMD #22
101389	2/28/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,550.01	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,466.00	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,376.00	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,245.08	LMD #22
101389	2/28/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,103.28	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	681.07	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	620.73	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	352.40	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	346.70	LMD #22
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	326.32	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	321.00	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	268.00	LMD #22
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	229.38	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	227.07	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	212.92	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	206.95	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	162.76	LMD #22



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101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	152.04	LMD #22
101397	2/28/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 18	110.88	LMD #22
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	93.04	LMD #22
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	71.80	LMD #22
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	69.81	LMD #22
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	45.86	LMD #22
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.02	LMD #22
<b>Total Amount for 40 Line Item(s) from LMD #22</b>				<b>\$78,282.07</b>	
<b><u>LMD #24</u></b>					
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	204.78	LMD #24
101397	2/28/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 18	7.92	LMD #24
<b>Total Amount for 2 Line Item(s) from LMD #24</b>				<b>\$212.70</b>	
<b><u>LMD #27</u></b>					
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.02	LMD #27
101397	2/28/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 18	1.98	LMD #27
<b>Total Amount for 2 Line Item(s) from LMD #27</b>				<b>\$27.00</b>	
<b><u>LMD #32</u></b>					
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.74	LMD #32
101397	2/28/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 18	1.98	LMD #32
<b>Total Amount for 2 Line Item(s) from LMD #32</b>				<b>\$26.72</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,677.34	LMD 22 - Common Benefit Area
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,739.65	LMD 22 - Common Benefit Area
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,101.83	LMD 22 - Common Benefit Area
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,637.95	LMD 22 - Common Benefit Area
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,883.51	LMD 22 - Common Benefit Area
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,669.99	LMD 22 - Common Benefit Area
101389	2/28/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,404.03	LMD 22 - Common Benefit Area



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101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	700.33	LMD 22 - Common Benefit Area
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	617.91	LMD 22 - Common Benefit Area
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	437.19	LMD 22 - Common Benefit Area
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	256.92	LMD 22 - Common Benefit Area
101397	2/28/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 18	225.74	LMD 22 - Common Benefit Area
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	157.93	LMD 22 - Common Benefit Area
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	134.37	LMD 22 - Common Benefit Area
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	58.63	LMD 22 - Common Benefit Area
<b>Total Amount for 15 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$28,703.32</b>	

## Media Operations

101385	2/28/2018	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	578.77	Media Operations
101391	2/28/2018	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	504.00	Media Operations
101405	2/28/2018	TIME WARNER CABLE	CABLE MODEM- CITY HALL	422.01	Media Operations
101405	2/28/2018	TIME WARNER CABLE	CABLE MODEM- CITY HALL	289.98	Media Operations
101404	2/28/2018	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	172.00	Media Operations
101369	2/28/2018	AT&T MOBILITY	TELEPHONE SERVICE	47.01	Media Operations
<b>Total Amount for 6 Line Item(s) from Media Operations</b>				<b>\$2,013.77</b>	

## Non-Departmental

101348	2/21/2018	SECURAL SECURITY CORP	PARKING ENFORCEMENT	3,078.46	Non-Departmental
101366	2/28/2018	ART SOUP LA	ART RENTAL	2,230.53	Non-Departmental
101338	2/21/2018	NEOFUNDS BY NEOPOST	POSTAGE	1,961.00	Non-Departmental
101364	2/28/2018	ANGA FINE ART	ART SERVICES	800.00	Non-Departmental
101373	2/28/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	742.64	Non-Departmental
101373	2/28/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	659.79	Non-Departmental
101374	2/28/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- GPQ10817	636.88	Non-Departmental
101337	2/21/2018	NBS GOVERNMENT FINANCE GROUP	CONTINUING DISCLOSURE REPORT	552.21	Non-Departmental
101357	2/21/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	255.74	Non-Departmental
101308	2/21/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
101374	2/28/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- NMC09173	23.86	Non-Departmental
101381	2/28/2018	FEDERAL EXPRESS CORP.	COURIER SERVICE	20.87	Non-Departmental
<b>Total Amount for 12 Line Item(s) from Non-Departmental</b>				<b>\$11,023.08</b>	



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<b>Payroll</b>					
101397	2/28/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 18	7,746.15	Payroll
101331	2/21/2018	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
101340	2/21/2018	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
101358	2/21/2018	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
101320	2/21/2018	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
101309	2/21/2018	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
101322	2/21/2018	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
101324	2/21/2018	HILL/BOB//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
101393	2/28/2018	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- MAR 18	58.50	Payroll
<b>Total Amount for 9 Line Item(s) from Payroll</b>				<b>\$12,648.23</b>	
<b>Police / Fire / Safety</b>					
101328	2/21/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2018	373,541.70	Police / Fire / Safety
101328	2/21/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2018	8,798.58	Police / Fire / Safety
101387	2/28/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	3,164.51	Police / Fire / Safety
101387	2/28/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,874.16	Police / Fire / Safety
101386	2/28/2018	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- JAN 2018	1,323.49	Police / Fire / Safety
101387	2/28/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	715.35	Police / Fire / Safety
101328	2/21/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2018	387.50	Police / Fire / Safety
101313	2/21/2018	CRASH DATA GROUP INC	DATA RECORDER EQUIPMENT REPAIR	113.10	Police / Fire / Safety
<b>Total Amount for 8 Line Item(s) from Police / Fire / Safety</b>				<b>\$389,918.39</b>	
<b>Public Works</b>					
101400	2/28/2018	RUIZ CONCRETE & PAVING INC.	SIDEWALK REPAIRS	23,640.00	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	17,750.85	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,908.59	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	12,862.00	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	9,500.00	Public Works
101375	2/28/2018	CHRIS NELSON & ASSOC INC	SURVEY CONSULTING	6,500.00	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	6,018.44	Public Works
101346	2/21/2018	RON'S MAINTENANCE, INC.	CATCH BASIN CLEANING SERVICE	3,900.00	Public Works
101415	2/28/2018	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,970.00	Public Works
101389	2/28/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,037.01	Public Works
101389	2/28/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,791.26	Public Works



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,127.00	Public Works
101392	2/28/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	990.00	Public Works
101392	2/28/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	690.00	Public Works
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	620.30	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	613.00	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	583.90	Public Works
101399	2/28/2018	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
101399	2/28/2018	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
101396	2/28/2018	POGHOSYAN/LIANA//	CONSULTING SERVICES	560.00	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
101396	2/28/2018	POGHOSYAN/LIANA//	CONSULTING SERVICES	420.00	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	277.00	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	220.00	Public Works
101409	2/28/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	216.00	Public Works
101392	2/28/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	175.00	Public Works
101407	2/28/2018	VALLEY NEWS GROUP	LEGAL ADVERTISING	155.00	Public Works
101365	2/28/2018	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	120.32	Public Works
101365	2/28/2018	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	43.15	Public Works

**Total Amount for 30 Line Item(s) from Public Works**

**\$111,683.82**

**Recoverable / Refund / Liability**

101393	2/28/2018	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSMENT	1,698.75	Recoverable / Refund / Liability
101413	2/28/2018	WATERPROOFING EXPERTS, INC.	CDBG RES REHAB- KEELER (RET)	1,500.00	Recoverable / Refund / Liability
101393	2/28/2018	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSMENT	533.79	Recoverable / Refund / Liability
101393	2/28/2018	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSMENT	418.97	Recoverable / Refund / Liability
101376	2/28/2018	CHUISANO/ANTHONY//	REFUND BUILDING PERMIT	132.50	Recoverable / Refund / Liability
101304	2/21/2018	BESSENBACHER/DORA//	FACILITY RENTAL REFUND	100.00	Recoverable / Refund / Liability
101304	2/21/2018	BESSENBACHER/DORA//	FACILITY RENTAL REFUND	81.00	Recoverable / Refund / Liability
101353	2/21/2018	STATE DISBURSMENT	WAGE GARNISHMENT- 2/16/18	46.15	Recoverable / Refund / Liability

**Total Amount for 8 Line Item(s) from Recoverable / Refund / Liability**

**\$4,511.16**

**Tennis & Swim Center**

101352	2/21/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	2,926.76	Tennis & Swim Center
101389	2/28/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,664.22	Tennis & Swim Center



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,467.49	Tennis & Swim Center
101334	2/21/2018	MITY-LITE, INC.	BUFFET TABLE	877.53	Tennis & Swim Center
101379	2/28/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	685.12	Tennis & Swim Center
101410	2/28/2018	VORTEX INDUSTRIES INC	DOOR REPAIRS - T&SC	567.00	Tennis & Swim Center
101412	2/28/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	478.96	Tennis & Swim Center
101359	2/21/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	428.69	Tennis & Swim Center
101412	2/28/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	421.29	Tennis & Swim Center
101316	2/21/2018	DNA ELECTRIC	ELECTRICAL REPAIRS	414.00	Tennis & Swim Center
101397	2/28/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 18	233.61	Tennis & Swim Center
101377	2/28/2018	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- T&SC	120.00	Tennis & Swim Center
101412	2/28/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	51.47	Tennis & Swim Center
101363	2/28/2018	AIRGAS- WEST	TC HELIUM	43.06	Tennis & Swim Center
101412	2/28/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	30.53	Tennis & Swim Center
101397	2/28/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 18	28.29	Tennis & Swim Center
<b>Total Amount for 16 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$11,438.02</b>	
<b>Transportation</b>					
101394	2/28/2018	PCI	PAVEMENT STRIPING & MARKING	61,784.53	Transportation
101336	2/21/2018	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JAN 18	23,352.08	Transportation
101336	2/21/2018	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JAN 18	13,165.75	Transportation
101336	2/21/2018	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JAN 18	2,907.88	Transportation
101402	2/28/2018	SO-CAL PRESSURE WASH	PRESSURE WASHING	2,570.00	Transportation
101336	2/21/2018	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	2,065.16	Transportation
101300	2/21/2018	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- MAR 2018	1,933.82	Transportation
101403	2/28/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,794.84	Transportation
101336	2/21/2018	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- JAN 18	1,283.47	Transportation
101336	2/21/2018	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JAN 18	750.05	Transportation
101336	2/21/2018	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JAN 18	165.24	Transportation
101329	2/21/2018	LA DWP	TRAFFIC METER SERVICE	158.35	Transportation
101367	2/28/2018	AT&T	TELEPHONE SERVICE	95.06	Transportation
<b>Total Amount for 13 Line Item(s) from Transportation</b>				<b>\$112,026.23</b>	
<b>GRAND TOTAL for 281 Line Items</b>				<b>\$906,745.68</b>	

## TENTATIVE FUTURE AGENDA ITEMS

Department                      Agenda Headings      Agenda Title/Future Agenda

### 28-Mar

CC	Presentation	Sheriff's J Team
Finance	New Business	Headwaters Corner construction update
CD	New Business	Discussion of increase for Planning fees
PS	New Business	Discussion and direction to staff regarding distractive walking ordinance
PS	New Business	Report on false alarm fines

### Future Items

PW	Presentation	2018 APWA Public Works Project of the Year Award for the Las Virgenes Road Scenic Corridor Widening Project
PW	Presentation	Unveiling of the red tailed hawk sculpture for the Lost Hills Road Interchange
CD	Public Hearing	Introduction of Ordinance No. 2018-362, community development forums
CD	Public Hearing	Introduction of Ordinance No. 2018-366 to amend Muni Code Section 17.80.065 of Chapter 17.80, Enforcement of Development Code Provisions; amending Section 17.11.010, regulating allowed land uses, amending Section 17.90.020, defining residential and accessory uses, and adding a new Section 17.12.175, prohibiting short-term rentals or occupancies of property, except for lawfully approved hotels, motels, and bed and breakfast inns
CD	New Business	Consideration of refund to LVUSD for Blackbird
CD	New Business	Introduction of Ordinance No. 2018-364, amending Calabasas Municipal Code Chapter 5.04 - <u>Motion Picture, Television and Photographic Production</u>
CC	Presentation	Book donation by LVMWD
CD	New Business	Annexation update/sphere of influence ideas
CD	New Business	Discussion of process for small projects
PW	New Business	Plastic bag ordinance review by EC, including cost of bags
CD	New Business	Ridgeline discussion
CC	Consent	Election Resolutions
PS	Consent	Approval of Las Virgenes-Malibu COG Multi-Jurisdictional Hazard Mitigation Plan
MOD	New Business	CTC review of programming
MOD	New Business	CTC review of election protocols (debates, interviews)
CC	Consent	Conflict of Interest Code
CS	New Business	PRE recommendations regarding Wild Walnut Park Master Plan
MO	New Business	CTC review of AM radio

### 2018 Meeting Dates

11-Apr	22-Aug
25-Apr	12-Sep - Canceled League's Annual Conference
9-May	26-Sep
23-May	10-Oct
13-Jun	24-Oct
16-Jun - Budget Workshop (Saturday)	6-Nov - General Municipal Election
27-Jun	14-Nov
11-Jul - Canceled	28-Nov
25-Jul - Canceled	12-Dec - Election Certification/Council Reorganization
8-Aug	26-Dec - Canceled